

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Weston Solutions (IPR), Inc.		09/21/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Agent		
Street Address:	300 Galleria Parkway		
Internal Address:	Suite 800		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2900769	MAINBREAK	
CORRESPONDENCE DATA			
Fax Number:	(404)522-8409		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-523-5300		
Email:	sls@phrd.com		
Correspondent Name:	Steven L. Schaaf, Paralegal		
Address Line 1:	285 Peachtree Center Avenue, N.E.		
Address Line 2:	Suite 1500		
Address Line 4:	Atlanta, GEORGIA 30303		
NAME OF SUBMITTER:	Mitchell M. Purvis		
Signature:	/mmp/		
Date:	09/26/2005		

CH \$40.00 2900769

Total Attachments: 7

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September 21, 2005

Bank of America, N.A., as Agent
300 Galleria Parkway
Suite 800
Atlanta, Georgia 30339

Re: Third Amendment to Trademark Security Agreement

Ladies and Gentlemen:

Reference is made to that certain Trademark Security Agreement between Weston Solutions (IPR), Inc., a Delaware corporation ("Company"), and Fleet Capital Corporation, as agent ("Fleet"), dated August 15, 2002, recorded in the United States Patent and Trademark Office ("USPTO") on September 9, 2002, at Reel/Frame number 2586/646, as amended by that certain letter agreement between Company and Fleet dated September 26, 2003, recorded in the USPTO on October 17, 2003, at Reel/Frame number 2732/897, as further amended by that certain letter agreement between Company and Fleet dated June 9, 2004, recorded in the USPTO on June 15, 2004, at Reel/Frame number 2871/650, and as assigned to Bank of America, N.A., as agent, which assignment is evidenced in the USPTO records by a Notice of Assignment of Security Interest in Trademarks recorded on September 21, 2005, at Reel/Frame number 3163/0008 (as so amended and assigned, the "Trademark Security Agreement"). All capitalized terms used in this letter agreement, unless otherwise defined herein, shall have the meanings ascribed to such terms in that certain Amended and Restated Loan and Security Agreement dated September 21, 2005, among Bank of America, N.A., as collateral and administrative agent (together with its successors in such capacity, "Agent") for itself and the various financial institutions (collectively, "Lenders") party thereto from time to time, Lenders and Weston Solutions, Inc.

Pursuant to Section 6 of the Trademark Security Agreement, Company is obligated to give notice to Agent whenever Company obtains rights to any new trademarks, or becomes entitled to the benefit of any trademark application.

Company acknowledges that it has obtained rights to the Trademarks (as defined below) listed on the attached Exhibit A-3. Agent and Company agree to amend the Trademark Security Agreement to include the Trademarks listed on Exhibit A-3 as provided below.

Exhibit A to the Trademark Security Agreement is hereby amended by adding to the list of Trademarks thereon those Trademarks listed on Exhibit A-3 attached hereto. Agent is hereby authorized to attach a copy of Exhibit A-3 to the Trademark Security Agreement as a supplement to Exhibit A thereto and to file a copy of the Trademark Security Agreement, as so supplemented, and/or of this letter agreement, with the USPTO at Company's expense.

To secure the prompt payment and performance to Lenders of all of the Obligations and all of Company's indebtedness, obligations and liabilities under its Continuing Guaranty Agreement dated August 15, 2002, by Company in favor of Agent, Company hereby grants and regrants to Agent, for the benefit of itself and Lenders, a continuing security interest in and lien upon all of Company's right, title and interest in, to and under the following property, in each case whether now existing or hereafter acquired or arising and wherever the same may be located (the "Additional Trademark Collateral"):

- (a) all trademarks, trademark registrations, trade names, trademark applications, service marks and service mark applications, including, without limitation, each trademark, service mark and trademark or service mark application listed on Exhibit A-3 attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements or dilution thereof or injury to the associated goodwill, (iii) the right to sue for past, present and future infringements or dilution thereof or injury to the associated goodwill, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names, trademark applications, service marks and service mark applications, together with the items described in clauses (i)-(iv), are collectively referred to herein as the "Trademarks");
- (b) the goodwill of Company's business connected with and symbolized by each Trademark; and
- (c) all proceeds and products of the foregoing.

Company hereby covenants and warrants to Agent and Lenders:

- (a) that it is the sole and exclusive owner of the Additional Trademark Collateral and has the full authority to enter into this letter agreement and to grant the security interest and lien hereunder;
- (b) that none of the Additional Trademark Collateral has heretofore been pledged, hypothecated or otherwise encumbered and the Additional Trademark Collateral is in all aspects free and clear of any encumbrances;
- (c) that, to Company's knowledge, the validity of the Additional Trademark Collateral has never been questioned;

Bank of America, N.A., as Agent
September 21, 2005
Page 3

(d) that Company has not entered into any contract or made any commitment that will or may impair Agent's or any Lender's rights hereunder; and

(e) that none of the Additional Trademark Collateral or any rights therein shall be licensed or assigned in any manner without the prior written consent of Agent.

Company agrees to take such further actions as Agent shall request from time to time in connection herewith to evidence or give effect to the agreements and amendments set forth herein or any of the transactions contemplated hereby.

This letter agreement shall be effective upon execution by Company and acceptance by Agent in Atlanta, Georgia (notice of which acceptance is hereby waived), whereupon the same shall be governed by and construed in accordance with the internal laws of the State of Georgia. This letter agreement may be executed in any number of counterparts and by different parties to this letter agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.

If the terms of this letter agreement are acceptable to Agent, please evidence its agreement by executing the enclosed copy of this letter.

Very truly yours,

WESTON SOLUTIONS (IPR), INC.

By:  _____

Title: VP _____

[Signatures continued on following page]

Accepted and agreed to this
21st day of September, 2005:

BANK OF AMERICA, N.A., as Agent

By: Elizabeth J. Walker
Title: SVP

STATE OF PENNSYLVANIA)
)
COUNTY OF CHESTER)

Before me, the undersigned, a Notary Public in and for County and State aforesaid, personally appeared Vincent A. Laino, Jr. with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath acknowledged himself/herself to be Vice President of Weston Solutions (IPR), Inc., a Delaware corporation, the within named bargainer, and that he/she as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as Vice President.

Witness my hand and seal at office in West Chester PA, this 20 day of September, 2005.

Jean L. Bogage
Notary Public

My Commission expires COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Jean L. Bogage, Notary Public
West Whiteland Twp., Chester County
My Commission Expires Apr. 25, 2009

Member, Pennsylvania Association of Notaries

STATE OF _____)
)
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for County and State aforesaid, personally appeared _____ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath acknowledged himself/herself to be _____ of Bank of America, N.A., a national banking association, and that he/she as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as _____.

Witness my hand and seal at office in _____, this _____ day of _____, 2005.

Notary Public

My Commission expires _____

STATE OF _____)
)
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for County and State aforesaid, personally appeared _____ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath acknowledged himself/herself to be _____ of Weston Solutions (IPR), Inc., a Delaware corporation, the within named bargainer, and that he/she as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as _____.

Witness my hand and seal at office in _____, this ____ day of _____, 2005.

Notary Public
My Commission expires _____

STATE OF Georgia)
)
COUNTY OF Cobb)

Before me, the undersigned, a Notary Public in and for County and State aforesaid, personally appeared Elizabeth L. Waller with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath acknowledged himself/herself to be Senior Vice President of Bank of America, N.A., a national banking association, and that he/she as such Senior Vice President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as Senior Vice President.

Witness my hand and seal at office in Atlanta, this 20th day of September, 2005.

Angela G. Sturdy
Notary Public

My Commission expires _____
Notary Public, Paulding County, Georgia
My Commission Expires June 6, 2009

EXHIBIT A-3

United States Trademarks

<u>Trademark/Service Mark</u>	<u>Serial No.</u>	<u>File Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
MAINBREAK	78/234,077	4/4/03	2,900,769	11/2/04