

## 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
American Imaging Management, Inc.		06/27/2005	CORPORATION: ILLINOIS

## RECEIVING PARTY DATA

Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services, Inc.
Street Address:	7700 Wisconsin Avenue
Internal Address:	Suite 400
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	78559811	AIM
Serial Number:	78556857	AMERICAN IMAGING MANAGEMENT
Serial Number:	78556895	IMASIS
Serial Number:	78559895	POWERED BY AIM
Serial Number:	78557228	AIM
Serial Number:	78559884	IMASIS
Serial Number:	78559878	

## CORRESPONDENCE DATA

Fax Number: (312)609-5005

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 312-609-7838

Email: tsettle@vedderprice.com

Correspondent Name: Tammy S. Settle

TRADEMARK

REEL: 003166 FRAME: 0625

900032951

CH \$190.00 78559811

Address Line 1:	222 North LaSalle Street
Address Line 4:	Chicago, ILLINOIS 60601

NAME OF SUBMITTER:	Tammy S. Settle
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Signature:	/tsettle/
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Date:	09/28/2005
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 27th day of June, 2005 by AMERICAN IMAGING MANAGEMENT, INC., an Illinois corporation ("Grantor") in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee");

### W I T N E S S E T H:

WHEREAS, Grantor and Grantee are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith between Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

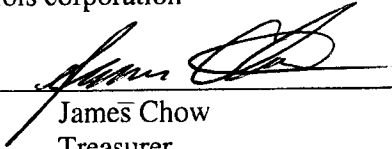
*Signature Page to Trademark Security Agreement*

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**GRANTOR:**

**AMERICAN IMAGING MANAGEMENT, INC.**, an  
Illinois corporation

By: \_\_\_\_\_

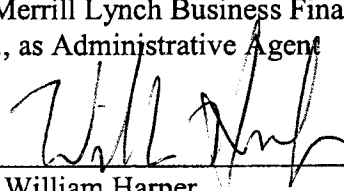
  
James Chow  
Treasurer

***Signature Page to Trademark Security Agreement***

Agreed and Accepted  
As of the Date First Written Above

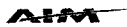


**MERRILL LYNCH CAPITAL**, a division  
of Merrill Lynch Business Financial Services  
Inc., as Administrative Agent

By: \_\_\_\_\_

  
William Harper  
Vice President

**SCHEDULE A**

**TRADEMARK REGISTRATIONS**

<b><u>Trademark Description</u></b>	<b><u>U.S. Registration No.</u></b>	<b><u>Date Registered</u></b>
AIM (stylized) 	78559811	Filed 02/03/2005
AMERICAN IMAGING MANAGEMENT	78556857	Filed 01/31/2005
IMASIS	78556895	Filed 01/31/2005
POWERED BY AIM	78559895	Filed 02/03/2005
AIM	78557228	Filed 01/31/2005
IMASIS & DESIGN	78559884	Filed 02/03/2005
 Imasis		
Design of three marbles 	78559878	Filed 02/03/2005