

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fasloc, Inc.		09/30/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The Bank of New York		
Street Address:	One Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10286		
Entity Type:	Banking Association:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1948941	CABLELOC	
Registration Number:	1012792	FASLOC	
CORRESPONDENCE DATA			
Fax Number:	(866)459-2899		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	202-783-2700		
Email:	pagodoa@federalresearch.com		
Correspondent Name:	CBCInnovis dba Federal Research		
Address Line 1:	1030 Fifteenth Street, NW, Suite 920		
Address Line 2:	attn: Penelope J.A. Agodoa		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	342019		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		
Signature:	/pja/		

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REEL: 003174 FRAME: 0822

Date:

10/13/2005

Total Attachments: 4

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## GRANT OF SECURITY INTEREST (TRADEMARKS)

The undersigned, FASLOC, INC., a Delaware corporation (the "**Grantor**"), and THE BANK OF NEW YORK, as Administrative Agent for certain lenders (the "**Agent**"), are parties to a Security Agreement, dated as of September 30, 2005 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**").

Pursuant to the Security Agreement, the Grantor granted to the Agent a security interest in and to all of the right, title and interest of the Grantor in and to the trademarks listed on Schedule 1, which trademarks are registered in the United States Patent and Trademark Office (the "**Trademarks**"), together with the goodwill of the business symbolized by the Trademarks, and all proceeds thereof, including, without limitation, from any and all causes of action which may exist by reason of infringement thereof (the "**Collateral**"), to secure the prompt payment, performance and observance of its Obligations (as defined in the Security Agreement).

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor hereby grants to the Agent a security interest in the Collateral to secure the prompt payment, performance and observance of its Obligations (as defined in the Security Agreement).

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. To the extent any provision of this Grant of Security Interest conflicts with any provision of the Security Agreement, the Security Agreement shall govern.

The Agent's address is: One Wall Street, New York, New York 10286.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be duly executed by its duly authorized officer as of the date first above written.

**FASLOC, INC.**

By: Paul F. Murphy

Name: Paul F. Murphy

Title: President

**Schedule 1**  
**to**  
**Grant of Security Interest (Trademarks)**  
**Dated as of September 30, 2005**

**Trademark Registrations**

<b>Trademark</b>	<b>Registration No</b>	<b>Registration Date</b>
CABLELOC	1948941	January 16, 1996
FASLOC	1012792	June 10, 1975