

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Grant of Trademark Security Interest (IP Supplement to the initial Trademark Grant executed 08/11/2005)

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Mitchell International, Inc.		10/14/2005	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Wachovia Bank, National Association, as Administrative Agent and First Lien Collateral Agent
<b>Street Address:</b>	201 South College Street, CP-8
<b>Internal Address:</b>	Charlotte Plaza
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28288-0680
<b>Entity Type:</b>	Unknown:

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	78643587	CLAIMIQ

**CORRESPONDENCE DATA**

**Fax Number:** (213)430-6407  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
**Email:** gdurham@omm.com  
**Correspondent Name:** Gina M. Durham, Esq.  
**Address Line 1:** 400 South Hope Street  
**Address Line 2:** O'Melveny & Myers LLP  
**Address Line 4:** Los Angeles, CALIFORNIA 90071

<b>NAME OF SUBMITTER:</b>	Gina M. Durham
<b>Signature:</b>	/Gina M. Durham/
<b>Date:</b>	10/17/2005

CH \$40.00 78643587

**Total Attachments: 3**

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## IP SUPPLEMENT


This IP SUPPLEMENT, dated as of October 14, 2005, is delivered pursuant to and supplements (i) the Security and Pledge Agreement, dated as of August 11, 2004 (said Security and Pledge Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Security Agreement**”), among Mitchell International, Inc. (“**Grantor**”), the other grantors named therein, and Wachovia Bank, National Association, as Secured Party, and (ii) the Grant of Trademark Security Interest dated as of August 11, 2005 (the “**Grant**”) executed by Grantor. Capitalized terms used herein not otherwise defined herein shall have the meanings ascribed thereto in the Grant.

Grantor grants to Secured Party a security interest in all of Grantor’s right, title and interest in and to the Trademark Collateral set forth on Schedule A annexed hereto. All such Trademark Collateral shall be deemed to be part of the Trademark Collateral and shall be hereafter subject to each of the terms and conditions of the Security Agreement and the Grant.

*[Remainder of this page intentionally left blank.]*

IN WITNESS WHEREOF, Grantor has caused this IP Supplement to be duly executed and delivered by its duly authorized officer as of the date first written above.

MITCHELL INTERNATIONAL, INC.

By:   
Name:  
Title:

SCHEDULE A

**Pending Trademark:**

	<u>Applicant</u>	<u>Trademark Description</u>	<u>Serial Number</u>	<u>File Date</u>
1.	Mitchell International, Inc.	CLAIMIQ	78/643,587	06/03/05