TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Banc of America Leasing & Capital LLC (successor to Fleet Capital Corporation)		11/09/2005	limited liability company: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	One Federal Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	National Association:

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	78040159	CONVERGE
Serial Number:	78040156	CONVERGE

CH $65.00 78040159

CORRESPONDENCE DATA

Fax Number: (617)227-4420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617.239.0632
Email: agrandy@eapdlaw.com
Correspondent Name: Adam M. Grandy
Address Line 1: 111 Huntington Avenue
Address Line 2: Edwards Angell Palmer & Dodge LLP
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2164-8
NAME OF SUBMITTER:	Adam M. Grandy

Signature:	/Adam M. Grandy/
Date:	11/25/2005

Total Attachments: 7
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INSTRUMENT OF ASSIGNMENT AND ACCEPTANCE OF SECURITY AGREEMENT (TRADEMARKS)

This INSTRUMENT OF ASSIGNMENT AND ACCEPTANCE dated as of November 9, 2005 (this "Assignment") is between BANC OF AMERICA LEASING &CAPITAL, LLC (successor to Fleet Capital Corporation, "Assignor"), and BANK OF AMERICA, N.A., as assignee ("Assignee").

WITNESSETH:

WHEREAS, Assignee, as successor of Fleet Capital Corporation, was the original Lender under that certain Credit and Security Agreement dated as of March 24, 2003, as amended by the First Amendment to Credit Agreement dated as of June 18, 2003, the Second Amendment to Credit Agreement dated as of October 16, 2003, the Third Amendment to Credit Agreement dated as of November 24, 2003, the Consent and Fourth Amendment to Credit Agreement dated as of January 15, 2004, the Fifth Amendment to Credit Agreement dated as of April 8, 2004, the Sixth Amendment to Credit Agreement dated as of August 6, 2004, the Seventh Amendment to Credit Agreement dated as of November 16, 2004, the Eighth Amendment and Wavier to Credit Agreement dated as of March 8, 2005, and the Ninth Amendment and Waiver to Credit Agreement dated as of May 24, 2005 (as amended, the "Credit Agreement"), among PCG Trading, LLC, a Delaware limited liability company, as borrower (the "Borrower"), the Guarantors party thereto (collectively with the Borrower, the "Credit Parties"), and Assignor;

WHEREAS, Assignor was the original grantee under the Loan Documents (as defined in the Credit Agreement) securing the obligations of the Borrower and the Guarantors under the Credit Agreement;

WHEREAS, on the date hereof, Assignor transferred and assigned all of its interest in and to its rights and obligations under the Credit Agreement to Assignee;

WHEREAS, on the date hereof, Assignee, as successor Lender, succeeded to the estates, properties, rights, powers and duties of Assignor, as lender, in, to and under the Loan Documents;

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns and transfers irrevocably to Assignee, in its capacity as lender and as grantee under that certain Security Agreement (Trademarks) dated as of March 24, 2003 (the "Trademarks Agreement") and its successors and assigns, all the properties, rights, powers and duties of Assignor in, to and under the Trademarks Agreement, and the security interest in all trademarks, service marks, common law trademarks and trade names the Pledgor party to the Trademarks Agreement, either owned by or assigned to such Pledgor, including, without limitation, the registrations and/or applications for registration, unregistered trademarks and service marks set forth on Schedule I attached hereto.

2. Assignee hereby accepts such assignment and accepts all the properties, rights, powers and duties of Assignor under and pursuant to the Trademarks Agreement, and the security interest in all trademarks, service marks, common law trademarks and trade names of each Pledgor party to the Trademarks Agreement, either owned by or assigned to such Pledgor, including, without limitation, the registrations and/or applications for registration, unregistered trademarks and service marks set forth on Schedule I attached hereto.

3. Assignor will, at the expense of the Borrower and at any time and from time to time, promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that Assignee may reasonably request, in order to transfer any of the properties, rights, powers and duties granted or purported to be granted hereby or to enable Assignee to exercise and enforce its rights and remedies under the Trademarks Agreement.

4. This Assignment shall in all respects be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts including all matters of construction, validity and performance.

5. This Assignment may be executed in counterparts, each of which when executed and delivered shall be deemed an original, and all such counterparts shall constitute one and the same instrument.

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TRADEMARK
REEL: 003199 FRAME: 0408

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the day and year first above written.

BANC OF AMERICA LEASING & CAPITAL, LLC (successor to FLEET CAPITAL CORPORATION), as Assignor

By:_____
Name:
Title:

BANK OF AMERICA, N.A., as Assignee

By:_____
Name: Matthew T. Cikofa
Title: Senior Vice President

(Assignment and Acceptance of Security Agreement (Trademarks) Signature Page)

COMMONWEALTH OF MASSACHUSETTS)

)

COUNTY OF SUFFOLK)

On this 9th day of November, 2005, before me, the undersigned notary public, personally appeared Christopher M. O'Halloran proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose as Vice President for Banc of America Leasing & Capital, LLC (successor to Fleet Capital Corporation).

Notary Public

ADAM M. GRANDY
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 11, 2008

COMMONWEALTH OF MASSACHUSETTS)

)

COUNTY OF SUFFOLK)

On this 9th day of November, 2005, before me, the undersigned notary public, personally appeared Matthew T. O'Keefe proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose as Senior Vice President for Bank of America., N.A.

Notary Public

ADAM M. GRANDY
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 11, 2008

ACCEPTED AND AGREED
this 28th day of October, 2005.

PCG TRADING, LLC

By: Kevin J. Harney
Name: Kevin J. Harney
Title: Chief Financial Officer and Treasurer

TRADEMARK
REEL: 003199 FRAME: 0411

COMMONWEALTH OF MASSACHUSETTS)
)
COUNTY OF ESSEX)

On this 28th day of October, 2005, before me, the undersigned notary public, personally appeared Kevin J. Harney, proved to me through satisfactory evidence of identification, which was the Notary's personal knowledge of his identity, to be the person whose names is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose as Chief Financial Officer and Treasurer for PCG Trading, LLC.

Peter B. Robinson, Notary Public
My commission expires September 8, 2006

SCHEDULE I

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C CONVERGE (Stylized – Vertical) 78/040156