

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
EFFECTIVE DATE:	12/20/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Resun Leasing, Incorporated		12/20/2005	CORPORATION:

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	300 Galleria Parkway, N.W.
Internal Address:	Suite 800
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	78454983	MEDBUILD
Serial Number:	78503904	MEDBUILD SPACE SOLUTIONS

CORRESPONDENCE DATA

Fax Number: (404)522-8409
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 404-420-5574
 Email: ovs@phrd.com
 Correspondent Name: Oksana V. Sepich
 Address Line 1: 285 Peachtree Center Avenue
 Address Line 2: Suite 1500
 Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	1809.28
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OP \$65.00 78454983

NAME OF SUBMITTER:	Michael G. Leveille
Signature:	/Michael G. Leveille/
Date:	12/20/2005

Total Attachments: 12
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AMENDED AND RESTATED
CONDITIONAL ASSIGNMENT AND
TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED CONDITIONAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of December 20, 2005, by **RESUN LEASING, INCORPORATED** (the "Borrower") in favor of **BANK OF AMERICA, N.A.**, as agent (together with its successors in such capacity, the "Agent") for the Secured Parties (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of November 8, 2002 by and among the Borrower, the Agent and the various financial institutions party thereto from time to time (the "Existing Lenders") (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified prior to the date hereof, the "Existing Credit Agreement"), the Existing Lenders agreed to make loans to, and issue letters of credit on behalf of, the Borrower;

WHEREAS, in order to induce the Agent and the Existing Lenders to enter into the Existing Credit Agreement and the other Loan Documents (as defined therein) and to induce the Existing Lenders to make loans and issue letters of credit as provided for in the Existing Credit Agreement, the Borrower entered into a Conditional Assignment and Trademark Security Agreement dated as of November 8, 2002 in favor of the Agent (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified prior to the date hereof, the "Existing Trademark Agreement"), and pursuant thereto agreed to grant to the Agent a security interest in the Trademarks (as defined in Section 2 of the Existing Trademark Agreement) to secure the Obligations (as defined in the Existing Credit Agreement);

WHEREAS, the Borrower, as the initial borrower and certain of its subsidiaries which, pursuant to the terms thereof, may become party thereto (collectively, together with the Borrower, the "Borrowers"), the Agent and the various financial institutions party thereto (the "Lenders") have entered into that certain Amended and Restated Credit Agreement dated as of December 20, 2005 (as amended, amended and restated, supplemented or otherwise modified or restated from time to time, the "Credit Agreement"), which Credit Agreement amends and restates the Existing Credit Agreement;

WHEREAS, it is a condition to the Agent's and the Lenders' willingness to make loans and other financial accommodations to or for the benefit of the Borrowers under the Credit Agreement that the Borrower agree to amend and restate the Existing Trademark Agreement in its entirety as hereinafter set forth; and

WHEREAS, in consideration for, among other things, the execution and delivery of the Credit Agreement by the Agent and the Lenders, and to secure the full and prompt payment and performance of all of the Obligations (as defined in the Credit Agreement), the parties hereto agree that the Existing Trademark Agreement is hereby amended and restated in its entirety by this Agreement, and the Borrower agrees to grant to the Agent, for the benefit of the Agent, the Lenders,

each Affiliate of a Lender that provides "Bank Products" or "Hedge Agreements" (as such terms are defined in the Credit Agreement), and the Letter of Credit Issuer (collectively, the "Secured Parties"), a security interest in the Trademarks described herein, and to ratify, renew and continue the prior grant of such Trademarks, in order to ensure and secure the prompt payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend and restate the Existing Trademark Agreement as follows:

1. Definitions.

Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Credit Agreement.

2. Grant of Security Interest.

To secure the complete and timely payment and performance of all Obligations, the Borrower hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in the following assets, in each case whether now owned or existing or hereafter acquired or arising, and wherever located: the Borrower's entire world-wide right, title and interest in and to the trademarks and their respective registrations and applications for registration listed in Schedule A attached hereto and by reference made a part hereof, as modified from time to time as herein provided together with the goodwill of the business symbolized by the trademarks, all licenses relating thereto, and all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements (all of which trademarks, trademark registrations, applications for registration, goodwill, licenses, proceeds, and other rights are collectively called the "Trademarks").

3. Conditional Grant of Security Interest in Additional Trademarks.

If, before the Obligations shall have been satisfied in full and the Commitments shall have been terminated, the Borrower shall have or obtain ownership of any trademark, including any registration or application therefor, with respect to goods sold in the Borrower's business (the "Goods"), the provisions of Section 2 shall automatically apply thereto, and also to any composite marks or other marks of the Borrower which are confusingly similar to such mark, and the Borrower shall give to the Agent prompt written notice thereof. This Section 3 shall not apply to trademarks which are owned by others and licensed to the Borrower. The Borrower shall perform all acts and execute all documents reasonably requested by the Agent at any time and from time to time to evidence, perfect, maintain, record and enforce the Agent's and the Lenders' security interest in the Trademarks in the United States of America, including, without limitation, any trademarks falling under this Section 3.

4. Modification of Agreement.

The Borrower authorizes the Agent to modify this Agreement by amending Schedule A to include any additional trademarks, registrations and applications for registration thereof which are Trademarks under Section 2 or Section 3 hereof, and to have this Agreement, as amended, or any other document evidencing the security interest granted therein, recorded in the U.S. Patent and Trademark Office at the expense of the Borrower. The Agent shall provide notice to the Borrower of any amendment or modification to be effected pursuant to this Section.

5. Remedies Upon Default; Power of Attorney

(a) In addition to the grant of the security interest contained in Sections 2 and 3 hereof, if any Event of Default shall have occurred and be continuing, upon the election of the Agent, all right, title and interest in and to the Trademarks shall be automatically granted, assigned, conveyed and delivered to the Agent or its designee. The Borrower hereby irrevocably constitutes and appoints the Agent and any officer, agent or employee thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Borrower and in the name of the Borrower or the Agent's own name or the name of the Agent's designee, all acts of said attorney being hereby ratified and confirmed, upon the occurrence and during the continuance of an Event of Default: (i) to complete, date, execute and file, or cause to be filed, the Assignment attached hereto as Exhibit A and incorporated hereby by reference (the "Assignment") in the U.S. Patent and Trademark Office and in all other applicable offices, and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purpose of the Assignment, including, without limitation, the right (but not the obligation) to prosecute applications in the name of the Borrower or the Agent, and to take any other actions deemed necessary by the Agent to maintain such registrations in effect; (ii) to collect proceeds from the Trademarks (including, by way of example, license royalties and proceeds of infringement suits); (iii) to convey, in any transaction authorized by the Credit Agreement or any other Loan Document, any Goods covered by the registrations applicable to the Trademarks to any purchaser thereof; and (iv) to make payment or to discharge taxes or liens levied or placed upon or threatened against any goods covered by the Trademarks, the legality or validity thereof and the amounts necessary to discharge the same to be determined by the Agent in its sole discretion, and such payments made by the Agent or any of the Lenders to become the obligations of the Borrower to the Agent and the Lenders, due and payable immediately without demand. Such power, being coupled with an interest, is irrevocable.

(b) The Agent shall have, in addition to all other rights and remedies given it by this Agreement and any other Loan Document, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be enforceable, and, without limiting the generality of the foregoing, the Agent may, if any Event of Default shall have occurred and be continuing, immediately, without demand or performance and without other notice (except as set forth below) or demand whatsoever to the Borrower, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and all of the other assets of the Borrower pledged to the Agent pursuant to this Agreement, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for brokers' fees and legal services),

shall apply the residue of such proceeds in accordance with the Credit Agreement. Notice of any sale or other disposition of the Trademarks shall be given to the Borrower at least ten (10) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which the Borrower hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Agent may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of the Borrower, which right is hereby waived and released. The Borrower hereby agrees to execute any documents requested by the Agent in connection with any disposition hereunder.

(c) Upon the occurrence of the conditional assignment provided for herein, the Borrower shall have no right, title, or interest in or to any of the Trademarks and the Borrower shall cease and desist in the use of the Trademarks and of any colorable imitation thereof, and shall, upon written demand of the Agent, or pursuant to the terms of the Loan Documents, deliver to the Agent all Goods bearing the Trademarks.

6. Termination of Agreement.

At such time as all Letters of Credit have been cancelled or terminated and all of the other Obligations (other than indemnification obligations as to which no claim has been asserted) have been paid in full and the Commitments have been terminated, the Agent shall execute and deliver to the Borrower all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Borrower title to the Trademarks and the goodwill of the business symbolized by the Trademarks, subject to any disposition thereof which may have been made by the Agent pursuant hereto.

7. Limitation of Liability and Indemnification.

The Borrower hereby releases the Agent and the Lenders from, and agrees to hold the Agent and the Lenders free and harmless from and against, any claims arising out of any action taken or omitted to be taken with respect to the Trademarks (except to the extent of the Agent's or the Lenders' gross negligence or willful misconduct), and the Borrower agrees to indemnify the Agent and the Lenders from and against any and all claims, demands, suits, losses, damages or other expenses (including reasonable attorneys' fees) arising from or in any way related to the Trademarks and any trademark infringement claim.

8. Waiver and Amendment.

(a) No course of dealing between the Borrower, the Agent and the Lenders, nor any failure to exercise, nor any delay in exercising, on the part of the Agent or any Lender, any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

(b) Except as set forth in Section 4 hereof, this Agreement is subject to modification only by a writing signed by the parties hereto.

9. Cumulative Rights.

All of the Agent's rights and remedies with respect to the Trademarks and the other assets of the Borrower pledged to the Agent hereunder, whether established hereby or under the other Loan Documents, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

10. Severability.

The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

11. Survival.

The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto.

12. Counterparts.

This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

13. Choice of Law.

The validity, construction and enforcement of this Agreement and the determination of the rights and duties of the parties hereto shall be governed by, and construed and enforced in accordance with, the laws of the State of New York.

14. Amendment and Restatement.

(a) This Agreement amends and restates the Existing Trademark Agreement. All rights, benefits, indebtedness, interests, liabilities and obligations of the parties to the Existing Trademark Agreement and the agreements, documents and instruments executed and delivered in connection with the Existing Trademark Agreement (collectively, the "Existing Trademark Documents") are hereby renewed, amended, restated and superseded in their entirety according to the terms and provisions set forth in this Agreement and the other Loan Documents. This Agreement does not constitute, nor shall it result in, a waiver of, or release, discharge or forgiveness of, any amount payable pursuant to the Existing Trademark Documents or any indebtedness, liabilities or obligations of the Borrower thereunder, all of which are renewed and continued and are hereafter payable and to be performed in accordance with this Agreement and the other Loan Documents. Neither this Agreement nor any of the other Loan Documents extinguishes the indebtedness or liabilities outstanding in connection with the Existing Trademark Documents, nor do they constitute a novation with respect thereto.

(b) All security interests, pledges, assignments, and other Liens previously granted by Borrower pursuant to the Existing Trademark Documents are hereby renewed and continued, and all such security interests, pledges, assignments and other Liens shall remain in full force and effect as security for the Obligations.

[This space intentionally left blank;
signatures commence on following page]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

RESUN LEASING, INCORPORATED

By: Charles R. Paquin
Charles R. Paquin, President

Accepted on December _____, 2005:

BANK OF AMERICA, N.A.,
as the Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

RESUN LEASING, INCORPORATED

By: _____
Charles R. Paquin, President

Accepted on December _____, 2005:

BANK OF AMERICA, N.A.,
as the Agent

By: _____
Name: Robert F. Walker
Title: SVP

SCHEDULE A

Listing of Trademark Registrations and Applications

TITLE / STATUS	FILING DATE	APPLICATION NO.	REGISTRATION NO.	REG. DATE
Title: RESUN LEASING INCORPORATED Status: Registered	11/01/96	75/191,249	2,123,374	12/23/97
Title: RESUN Status: Registered	11/01/96	75/191,468	2,123,379	12/23/97
Title: RESUN Status: Registered	11/01/96	75/191,158	2,148,887	04/07/98
Title: RESUN Status: Registered	11/01/96	75/191,457	2,165,218	06/16/98
Title: RESUN LEASING INCORPORATED Status: Registered	11/01/96	75/191,157	2,123,373	12/23/97
Title: RESUN LEASING INCORPORATED Status: Registered	11/01/96	75/191,465	2,135,463	02/10/98
Title: RESUN Status: Registered	11/01/96	75/191,463	2,135,462	02/10/98
Title: RESUN LEASING INCORPORATED Status: Registered	11/01/96	75/191,462	2,136,875	02/17/98
Title: BRINGING SPACE TO YOU Status: Registered	04/06/01	76/235,974	2,638,672	10/22/02
Title: BRINGING SPACE TO YOU Status: Registered	04/06/01	76/236,073	2,588,020	07/02/02
Title: MEDBUILD Status: Pending	07/22/04	78/454,983	n/a	n/a
Title: MEDBUILD SPACE SOLUTIONS Status: Pending	10/21/04	78/503,904	n/a	n/a
Title: RESUN Status: Registered	10/19/04	698001 (Mexico)	883063	05/26/05
Title: MEDBUILD Status: Pending	10/19/04	698002 (Mexico)	n/a	n/a

431944_3.DOC
Amended and Restated Conditional Assignment
and Trademark Security Agreement

TITLE / STATUS	FILING DATE	APPLICATION NO.	REGISTRATION NO.	REG. DATE
Title: MEDBUILD Status: Pending	10/19/04	698003 (Mexico)	n/a	n/a
Title: MEDBUILD SPACE SOLUTIONS Status: Pending	10/19/04	713700 (Mexico)	n/a	n/a
Title: MEDBUILD SPACE SOLUTIONS Status: Pending	10/19/04	713701 (Mexico)	n/a	n/a
Title: RESUN Status: Pending	10/27/04	123584600 (Canada)	n/a	n/a
Title: MEDBUILD Status: Registered	10/27/04	123584700 (Canada)	TMA 648102	9/14/205
Title: MEDBUILD SPACE SOLUTIONS Status: Pending	04/21/05	126268200 (Canada)	n/a	n/a

EXHIBIT A

Assignment of Trademarks and Goodwill

THIS ASSIGNMENT dated the ___ day of _____, 20___, from **RESUN LEASING, INCORPORATED**, a Delaware corporation (the "Assignor"), to **BANK OF AMERICA, N.A.**, as agent for a syndicate of lenders (the "Agent"), recites and provides:

WHEREAS, the Assignor is the owner of certain trademarks and service marks and the registrations and applications to register therefor listed in Schedule A hereto (the "Trademarks"); and

WHEREAS, the Assignee desires to obtain all of the Assignor's right, title and interest in all such Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Assignor hereby grants, assigns and conveys to the Assignee, as agent for a syndicate of lenders, its successors and assigns, the entire right, title and interest of the Assignor in and to the Trademarks, including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements, together with the goodwill of the business symbolized by the Trademarks. The Assignor acknowledges that it has granted the Assignee the right to secure the assets of the Assignor associated with the business symbolized by the Trademarks, under separate agreement.

The Assignor further agrees to execute such further instruments and documents and perform such further acts as the Assignee may deem necessary to secure to the Assignee the rights herein conveyed.

The Assignor warrants and represents that it is the sole owner of the interest conveyed hereunder and that such interest is not the subject of any prior transfer, assignment, lien, mortgage or other transaction which would affect the Assignor's ability to transfer such interest.

The Assignor further agrees to indemnify the Assignee for any breach of the above warranty.

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

RESUN LEASING, INCORPORATED

By: _____

Name: _____

Title: _____