

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
Spectra Products, LLC		12/07/2005	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	70 East 55th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Association:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2295944	CHECK THE WEB	
CORRESPONDENCE DATA			
Fax Number:	(212)682-0200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-880-6281		
Email:	trademark@torys.com		
Correspondent Name:	Torys LLP		
Address Line 1:	237 Park Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	22764/2014 SPECTRA SECURI		
NAME OF SUBMITTER:	Sophie B. Anger		
Signature:	/Sophie B. Anger/		
Date:	01/06/2006		

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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 7, 2005 is between Spectra Products, LLC, a Delaware limited liability company (herein referred to as "Grantor") and PNC Bank, National Association, as Agent (in such capacity, together with its successors in such capacity, the "Grantee") for the lenders from time to time party to the Loan Agreement (as hereinafter defined). Capitalized terms used and not otherwise defined herein shall have the meaning specified in the Loan Agreement (as hereinafter defined).

WHEREAS, Grantor owns the Mark (as hereinafter defined) listed on Schedule 1 annexed hereto;

WHEREAS, Grantor, V12 Group LLC, a Delaware limited liability company, Datagence, Inc., a Delaware corporation, certain lenders (the "Lenders") and Grantee are parties to a Revolving Credit and Security Agreement of even date herewith (as amended, extended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement");

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Grantee for the ratable benefit of such Lenders, a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under Grantor's Marks, whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Marks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all amounts owing under the Loan Agreement and the other Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt payment and performance to Agent and each Lender of the Obligations, Grantor hereby grants to Grantee for its benefit and for the ratable benefit of each Lender, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (i) each United States or foreign trademark, service mark and trade name now held or hereafter acquired by Grantor, including any registration or application for registration of any trademarks and service marks now held or hereafter acquired by Grantor, which are registered in the United States Patent and Trademark Office or the equivalent thereof in any State of the United States or in any foreign country, as well as any unregistered marks used by Grantor, and any trade dress including logos, designs, company names, business names, fictitious business names and other business identifiers used by Grantor in the United States or any foreign country (collectively, the "Marks"), including, without limitation, each Mark referred to in Schedule 1 annexed hereto, and all of

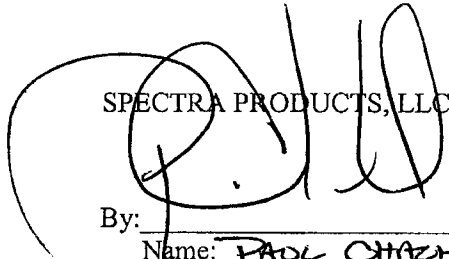
the goodwill of the business connected with the use of, and symbolized by, each Mark; and

(ii) all products and proceeds of the foregoing, including, without limitation, all products and proceeds of any claim by Grantor against third parties for past, present or future infringement or dilution of any Mark including, without limitation, any Mark referred to in Schedule 1 annexed hereto, or for injury to the goodwill associated with any Mark.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Loan Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Agreement and the Loan Agreement, the terms of the Loan Agreement shall govern.

* * *

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 7th day of December, 2005.


SPECTRA PRODUCTS, LLC

By: _____
Name: PAUL CHAZKO
Title: CEO

Acknowledged:
PNC Bank, National Association,
as Collateral Agent

By _____
Name:
Title:

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 7th day of December, 2005.

SPECTRA PRODUCTS, LLC

By: _____
Name:
Title:

Acknowledged:
PNC Bank, National Association,
as Collateral Agent

By *Kevin Madigan*
Name: KEVIN MADIGAN
Title: VICE PRESIDENT

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22764-2014

Schedule 1 to Trademark Security Agreement

<u>MARKS</u>	<u>REGISTRATION NUMBERS</u>
CHECK THE WEB	2,295,944

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