

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Trademark Security Interest (Second Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Protocol Communications, Inc.		01/01/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Canadian Imperial Bank of Commerce, as Administrative Agent and Collateral Agent		
Street Address:	300 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Unknown:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	73644013	AGILE	
CORRESPONDENCE DATA			
Fax Number:	(213)430-6407		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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		
NAME OF SUBMITTER:	Gina M. Durham		
Signature:	/Gina M. Durham/		
Date:	01/06/2006		

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Total Attachments: 4
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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, PROTOCOL COMMUNICATIONS, INC., a Delaware corporation (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below).

WHEREAS, Protocol Services, Inc., a Delaware corporation (“**Company**”), has entered into a Secured Subordinated Note Agreement dated as of January 1, 2006 (said Secured Subordinated Note 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 “**Subordinated Note Agreement**”) with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Subordinated Note Agreement from time to time, the “**Holder**”) and Canadian Imperial Bank of Commerce, as Administrative Agent and as Collateral Agent for the Holders (in such capacity, “**Secured Party**”) pursuant to which Holders have made certain commitments, subject to the terms and conditions set forth in the Subordinated Note Agreement, to extend credit to Company;

WHEREAS, Company may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the “**Holder Swap Agreements**”) with one or more Persons that are Holders or the Collateral Agent (as defined in the Subordinated Note Agreement) or Affiliates of Holders or the Collateral Agent at the time such Holder Swap Agreements are entered into (in such capacity, collectively, “**Swap Counterparties**”);

WHEREAS, Grantor has executed and delivered that certain Subordinated Holdings Guaranty dated as of January 1, 2006 (said Subordinated Holdings Guaranty, 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 “**Guaranty**”) in favor of Secured Party for the benefit of Holders and any Swap Counterparties, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Subordinated Note Agreement and the other Note Documents and all obligations of Company under the Holder Swap Agreements, including, without limitation, the obligation of Company to make payments thereunder in the event of early termination thereof;

WHEREAS, pursuant to the terms of a Subordinated Security Agreement dated as of January 1, 2006 (said Subordinated Security 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 Grantor, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral; and

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter

existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the **“Trademark Collateral”**):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the **“Trademarks”**), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith; and

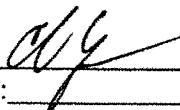
(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term **“proceeds”** includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 1st day of January, 2006.

PROTOCOL COMMUNICATIONS, INC.

By: 
Name: _____
Title: _____

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

	<u>Owner</u>	<u>Trademark Description</u>	<u>Registration/ Appl. Number</u>	<u>Registration/ Appl. Date</u>
1.	Protocol Communications, Inc.	Agile	73/644,013	08/25/87

Schedule A-1

LA3:1106651.1

RECORDED: 01/06/2006

**TRADEMARK
REEL: 003222 FRAME: 0383**