

**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
V12 Group LLC	FORMERLY Media Solutions Services, 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: 10**

Property Type	Number	Word Mark
Serial Number:	78595274	AQUANOZZLE
Serial Number:	78544768	WONDER TROLLEY
Registration Number:	2765871	SWITCHBOARD
Registration Number:	2652880	GREATBUYUSA
Registration Number:	2647491	GREATBUYUSA.COM
Registration Number:	2719262	FLEXIHOSE
Registration Number:	2556959	WHOLEFIT
Registration Number:	2628749	BELLA MARCELLO
Registration Number:	2709671	SCREEN TOP
Registration Number:	2355739	DENT NO MORE

**CORRESPONDENCE DATA**

Fax Number: (212)682-0200  
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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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 PNC
NAME OF SUBMITTER:	Sophie B. Anger
Signature:	/Sophie B. Anger/
Date:	01/09/2006

Total Attachments: 6  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 7, 2005 is between V12 Group 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 Marks (as hereinafter defined) listed on Schedule 1 annexed hereto;

WHEREAS, Grantor, Spectra Products, 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

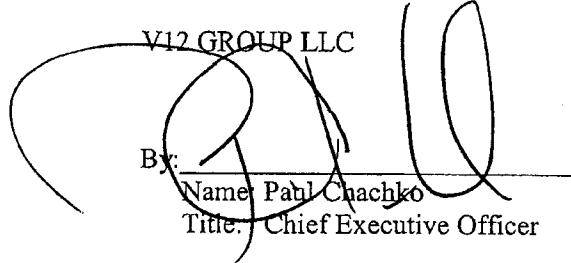
the goodwill of the business connected with the use of, and symbolized by, each Mark; and

(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 \_\_ day of November, 2005.

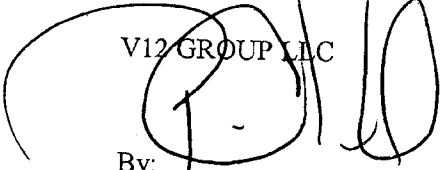
V12 GROUP LLC  
  
By: \_\_\_\_\_  
Name: Paul Chachko  
Title: Chief Executive Officer

Acknowledged:  
PNC Bank, National Association,  
as Collateral Agent

By \_\_\_\_\_  
Name:  
Title:

[Signature Page to V12 Trademark Security Agreement]

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.

V12 GROUP LLC  
  
By: \_\_\_\_\_  
Name: PAUL CHAZKO  
Title: CEO

Acknowledged:  
PNC Bank, National Association,  
as Collateral Agent

By \_\_\_\_\_  
Name:  
Title:


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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.

V12 GROUP LLC

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged:  
PNC Bank, National Association,  
as Collateral Agent

By:   
Name: KEVIN MORAN  
Title: VICE PRESIDENT

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Schedule 1 to Trademark Security Agreement

<u>MARKS</u>	<u>REGISTRATION NUMBERS</u>
AQUANOZZLE	78/595,274
WONDER TROLLEY	78/544,768
SWITCHBOARD	2,765,871
GREATBUYUSA	2,652,880
GREATBUYUSA.COM	2,647,491
FLEXIHOSE	2,719,262
WHOLEFIT	2,556,959
BELLA MARCELLO	2,628,749
SCREEN TOP	2,709,671
DENT NO MORE	2,355,739

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