TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Venusa, Ltd.		11/22/2005	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank N.A., as administrative agent
Street Address:	1111 Fannin
Internal Address:	10th Floor
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2029658	
Registration Number:	2026474	
Registration Number:	2029657	

CH $90.00 2029658

CORRESPONDENCE DATA

Fax Number: (202)728-0744
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2027216405
Email: christine.wilson@thomson.com
Correspondent Name: Corporation Service Company
Address Line 1: 1133 Avenue of the Americas
Address Line 2: Suite 3100
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/

Date:	02/08/2006

Total Attachments: 6
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source=venusa - jpmorgan tm#page6.tif

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇨⇨⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Venusa, Ltd

- [ ] Individual(s)
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Corporation-State
- [x] Other New York Corporation

Additional name(s) of conveying party(ies) attached? [ ] Yes [x] No

2. Name and address of receiving party(ies)

Name: JPMorgan Chase Bank, N.A.

Internal Address: as Administrative Agent

Street Address: 1111 Fannin, 10th Floor

City: Houston State: TX Zip: 77002

- [ ] Individual(s) citizenship
- [x] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Corporation-State
- [ ] Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [ ] No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? [ ] Yes [x] No

3. Nature of conveyance:

- [ ] Assignment
- [ ] Merger
- [x] Security Agreement
- [ ] Change of Name
- [ ] Other

Execution Date: 11/22/2005

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) None

B. Trademark Registration No.(s) 2,029,658
2,026,474; 2,029,657

Additional number(s) attached [ ] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Teya D Beradze

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

Order # 851023-50 Cm# 57310.652

City: New York State: NY Zip: 10005

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....$ 40

- [ ] Enclosed
- [ ] Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Teya D Beradze		01/19/2006
Name of Person Signing	Signature	Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

GRANT OF SECURITY INTEREST IN TRADEMARKS

This GRANT OF SECURITY INTEREST IN TRADEMARKS ("Agreement"), dated as of November 22, 2005, is entered into by and between Venusa, Ltd., a New York corporation, located at 100 Fordham Road Wilmington, Massachusetts 01887 (the "Assignor") and JPMorgan Chase Bank, N.A., (together with its successors and assigns, the "Assignee"), as Administrative Agent for the Secured Parties pursuant to the Security Agreement dated as of November 22, 2005, between the Assignee and each of the other Grantors party thereto, including Assignor (the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, Assignor is granting a security interest to the Assignee in certain collateral, including the Trademarks set forth on Schedule A hereto.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) As security for the prompt and complete payment and performance in full of the Obligations, Assignor hereby grants to Assignee a security interest in and continuing lien on all of Assignor's right, title, and interest in, to, and under the Trademark Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.

(b) For purposes of this Agreement, "Trademark Collateral" shall mean (i) the United States trademark and service mark registrations and applications set forth on Schedule A attached hereto (as such schedule may be amended or supplemented from time to time), (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

(c) The security interest granted hereby is granted in conjunction with the security interest granted to the Assignee, as Administrative Agent, under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted hereby are more fully set forth in the Security Agreement (which is deemed incorporated by reference herein) and those which are now or hereafter available to the Assignee as a matter of law or equity. The exercise by the Assignee of any one or more of the rights, powers or remedies provided for in this Agreement, in the Security Agreement, or now or hereafter existing at law or in equity shall not preclude the simultaneous or later exercise by any person, including Assignee, of any or all other rights, powers or remedies.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement. Notwithstanding the foregoing, Assignor authorizes the Assignee, upon notice to Assignor, to modify this Agreement in the name of and on behalf of Assignor without obtaining Assignor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A, to add any right, title or interest in any Trademark owned or subsequently acquired by Assignor. Assignor additionally agrees to execute any additional agreement or amendment hereto as may be required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the liens and perfection created or contemplated hereby or by the Security Agreement.

3. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAWS).

4. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

5. Definitions

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Security Agreement.

[SIGNATURE PAGE FOLLOWS]

TRADEMARK
REEL: 003242 FRAME: 0690

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

VENUSA, LTD.

_____
("Assignor")

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A.
("Assignee")

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

VENUSA, LTD.

_____
("Assignor")

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A.
("Assignee")

By: _____
Name: BRUCE BORDEN
Title: VICE PRESIDENT

Schedule A to TRADEMARK SECURITY AGREEMENT

Mark	Reg. Date (Filing Date)	Reg. No. (Ser. No.)	Jurisdiction
Design	1/14/97	2,029,658	United States
Design	12/31/96	2,026,474	United States
Design	1/14/97	2,029,657	United States