

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
OverC International Inc.		12/30/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	38 Fountain Square Plaza		
Internal Address:	Fifth Third Center		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	Ohio banking corporation: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2717472	OVERC	
CORRESPONDENCE DATA			
Fax Number:	(513)381-0205		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(513) 381-2838		
Email:	RogersB@taftlaw.com		
Correspondent Name:	Brie S. Rogers		
Address Line 1:	425 Walnut Street		
Address Line 2:	Suite 1800		
Address Line 4:	Cincinnati, OHIO 45202-3957		
NAME OF SUBMITTER:	Brie S. Rogers		
Signature:	/bsr/		
Date:	02/28/2006		

CH \$40.00 2717472

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, restated, supplemented, renewed, or otherwise modified from time to time, this "Intellectual Property Security Agreement") is made and entered into effective as of the ~~30~~ day of December, 2005 by OverC International Inc., a Delaware corporation with an address at 55 Merchant Street, Cincinnati, Ohio 45246 ("Grantor"), in favor of Fifth Third Bank, an Ohio banking corporation with an address at Fifth Third Center, 38 Fountain Square Plaza, Cincinnati, Ohio 45263 ("Lender"). Capitalized terms used in this Intellectual Property Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in that certain Loan and Security Agreement dated as of December ~~30~~, 2005 (as amended, restated, supplemented, renewed, or otherwise modified from time to time, the "Loan Agreement"), to which Grantor and Lender, among others, are parties.

RECITALS

WHEREAS, pursuant to the Loan Agreement, Lender has agreed, subject to the terms and conditions set forth therein, to provide certain financial accommodations to Grantor and others (collectively, the "Loans"); and

WHEREAS, it is a condition precedent to the obligation of Lender to execute and perform under the Loan Agreement that Grantor shall have executed and delivered this Intellectual Property Security Agreement to Lender;

NOW THEREFORE, in consideration of the willingness of Lender to enter into the Loan Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans to Grantor and others, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure Grantor's prompt, punctual, and faithful performance of all and each of the Obligations, Grantor grants to Lender a continuing first priority security interest in all of the right, title, and interest of Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired (the "Intellectual Property Collateral"):

(a) all of the right, title, and interest of Grantor in and to all present and future copyrights, copyright registrations, and copyright applications (including, without limitation, all present copyrights, copyright registrations, and copyright applications of Grantor, which are listed on Schedule A, attached hereto and made a part of this Intellectual Property Security Agreement) and (i) all renewals and extensions thereof, (ii) all income, royalties, damages, and other rights to payment now or in the future due and/or payable in connection therewith, including, without limitation, damages and payment for past or future infringements thereof, (iii) all right, title, and interest in and to any and all present and future license agreements with respect thereto, including, without limitation, the rights to income or royalties from such licenses, (iv) the right to sue and recover for past, present, and future infringements thereof, (v) all other rights accruing

under or pertaining thereto throughout the world, and (vi) all proceeds of any kind arising from any and all of the foregoing (collectively, the “Copyrights”);

(b) all of the right, title, and interest of Grantor in and to present and future patents and patent applications, domestic or foreign, and the inventions and improvements claimed therein (including, without limitation, all present patents and patent applications of Grantor, which are listed on Schedule B, attached hereto and made a part of this Intellectual Property Security Agreement) and (i) the reissues, divisions, continuations, renewals, extensions and continuations in-part thereof, (ii) all income, royalties, damages and payments now or in the future due and/or payable in connection therewith, including, without limitation, damages and payments for past or future infringements thereof, (iii) all rights to sue for past, present, or future infringements thereof, (iv) all right, title, and interest in any and all present and future license agreements with respect thereto between Grantor and any other party, regardless of whether Grantor is licensor or licensee, including, without limitation, the rights to income or royalties from such licenses, (v) all rights corresponding thereto throughout the world, (vi) all general intangibles and all intellectual or other similar property of Grantor of any kind or nature, arising from or associated therewith not otherwise described above, and (vii) all proceeds of any kind arising from any and all of the foregoing (collectively, the “Patents”);

(c) all of the right, title, and interest of Grantor in and to present and future federal, state (including common law), and foreign trademarks, service marks, and trade names, and all applications for registration of such trademarks, service marks, and trade names filed under section 1(a) of the Trademark Act, 15 U.S.C. § 1051(a), or section 1(b) of the Trademark Act, 15 U.S.C. § 1051(b) for which a statement of use has been filed, the assignment of an interest in which would not result in an invalidation of the registration (including, without limitation, all present trademarks, service marks, and trade names of Grantor, and the applications and registrations thereof, which are listed on Schedule C, attached hereto and made a part of this Intellectual Property Security Agreement) and (i) renewals or extensions thereof, (ii) all income, royalties, damages, and payments now due and/or payable in connection therewith, including, without limitation, damages and payment for past or future infringements thereof, (iii) the right to sue for past, present, and future infringements thereof, (iv) all right, title, and interest in any and all present and future license agreements with respect thereto between Grantor and any other party, regardless of whether Grantor is licensor or licensee, including, without limitation, the rights to income or royalties from such licenses, (v) all rights corresponding thereto throughout the world, (vi) all general intangibles and all intellectual or other similar property of Grantor of any kind or nature, arising from or associated therewith and not otherwise mentioned above, (vii) the entire goodwill of or associated with the businesses now or hereafter conducted by Grantor symbolized by and connected therewith, and (viii) all proceeds of any kind arising from any and all of the foregoing (collectively, the “Trademarks”);

(d) all of the right, title, and interest of Grantor in and to present and future trade secrets, formulas, processes, devices, know-how, or compilations of information

(including technical information and non-technical information such as customer lists and marketing plans), which are not available to others and which are maintained as confidential by Grantor, and (i) the right to prevent misappropriation and unauthorized disclosures thereof, (ii) the right to sue for such past, present and future misappropriations or unauthorized disclosures, (iii) all right, title, and interest in any and all present and future license agreements with respect thereto between Grantor and any other party, regardless of whether Grantor is licensor or licensee, including, without limitation, the rights to income or royalties from such licenses, (iv) all other rights and interests corresponding thereto throughout the world, and (v) all proceeds of any kind arising from any and all of the foregoing (collectively, the “Trade Secrets”);

(e) all of Grantor’s present and future right, title, and interest in any domain name or any application or registration of any domain name and (i) the right to sue for any past, present, or future violation of the rights associated therewith, (ii) all right, title, and interest in any and all present and future license agreements with respect thereto between Grantor and any other party, regardless of whether Grantor is a licensor or licensee, including, without limitation, the rights to income or royalties from such licenses, (iii) all other rights and interests corresponding thereto throughout the world, and (iv) all proceeds of any kind arising from any and all of the foregoing (collectively, the “Domain Names”); and

(f) all present and future license agreements with respect to any of the Patents, Trademarks, Copyrights, Trade Secrets, Domain Names, or any other patent, trademark, trade name, copyright, trade secret, or domain name, or any application or registration thereof, between Grantor and any other party, whether Grantor is a licensor or licensee under any such license agreement, and (i) renewals, extensions, or amendments thereof, (ii) all income, damages, and payments for past or future infringements thereof, (iii) the right to sue for past, present, and future infringements thereof, (iv) all rights corresponding thereto throughout the world, and (v) all proceeds of any kind arising from any and all of the foregoing (collectively, the “Licenses”).

2. Representations and Warranties. Grantor represents and warrants to, and agrees with, Lender that:

(a) the Intellectual Property Collateral listed in Schedules A-C, respectively, constitutes all of the Copyrights, Patents, and Trademarks now owned by the Grantor or in which Grantor has any right, title, or interest;

(b) the Intellectual Property Collateral is subsisting and has not been adjudged invalid or unenforceable, in whole or in part;

(c) all of the Intellectual Property Collateral is valid and enforceable;

(d) Grantor has the authority to execute and perform, and will continue to have the authority to perform, this Intellectual Property Security Agreement according to its terms; and

(e) this Intellectual Property Security Agreement does not violate and is not in contravention of any other agreement to which Grantor is a party or any judgment or decree by which Grantor is bound and does not require any consent under any other agreement to which Grantor is a party or by which is bound.

3. Covenants. Grantor covenants and agrees with Lender, that from and after the date of this Intellectual Property Security Agreement and until its termination:

(a) Grantor shall notify Lender immediately if it knows that any application or registration relating to any of the Intellectual Property Collateral (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office, or any court) regarding Grantor's ownership of any Intellectual Property Collateral, its right to register the same, or to keep and maintain the same.

(b) If Grantor shall obtain rights to any new patents, trademarks, copyrights, trade secrets, domain names or licenses, the provisions of this Intellectual Property Security Agreement shall automatically apply thereto, and Grantor shall give prompt notice in writing to Lender of any additions necessary to maintain the information in Schedules A-C at all times as then current and complete listings of all Copyrights, Patents, and Trademarks. Grantor authorizes Lender to modify this Intellectual Property Security Agreement or to amend the Schedules hereto to include any such additional rights in patents, trademarks, copyrights, trade secrets, domain names or licenses. However, a failure to so modify this Intellectual Property Security Agreement or the Schedules hereto shall in no way affect, invalidate, or detract from Lender's continuing security interest in all of the Intellectual Property Collateral, whether or not listed in the Schedules hereto.

(c) Grantor shall take all actions reasonably necessary to file, maintain, and pursue each application, to obtain the relevant registration, and to maintain the registration of each of the Patents, Trademarks, and Copyrights (now or hereafter existing), at minimum consistent with Grantor's past practices, and, in any event, with respect to any such individual item having (or reasonably likely to have) a value of \$10,000 or more, including the filing of applications with respect to any such existing or future unregistered copyrightable works and trademarks, applications for renewal, affidavits of use, affidavits of incontestability, and opposition, interference, and cancellation proceedings, and provide notice in writing to Lender of such actions.

(d) In the event that any of the Intellectual Property Collateral having material value is infringed upon, or misappropriated, or diluted by a third party, Grantor shall notify Lender promptly, but no more than 3 business days after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly take such actions as are reasonably appropriate under the circumstances (including, without

limitation, as appropriate, suing for infringement, misappropriation, or dilution) to protect such Intellectual Property Collateral.

4. Power of Attorney. Grantor hereby irrevocably grants the Lender for its benefit a power of attorney to act as Grantor's attorney-in-fact, with full authority in the name, place, and stead of Grantor, from time to time and in the Lender's discretion, to take any action and to execute any instrument that the Lender deems reasonably necessary or advisable to accomplish the purposes of this Intellectual Property Security Agreement. This authority includes, without limitation, the authority to do the following:

(a) to modify or amend (in the sole discretion of Lender and without first obtaining Grantor's approval of or signature thereto) any of the Schedules hereof, as appropriate, to include references to any registered Intellectual Property Collateral (or application or license therefore) acquired by Grantor after the execution of this document or to delete any reference to any Intellectual Property Collateral in which Grantor no longer has or claims any right, title, or interest; and

(b) to execute, file, and pursue (in the sole discretion of Lender and without first obtaining Grantor's approval of or signature thereto, unless otherwise prohibited by applicable law) any application, form, or other document in order to perfect, maintain, continue, or otherwise protect Lender's interest or Grantor's rights in the Intellectual Property Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement, or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office, or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability, and opposition, interference, and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; and

(c) to execute any document required to acknowledge, register, or perfect the interest of Lender in any part of the Intellectual Property Collateral without the signature of Grantor, unless prohibited by applicable law.

The foregoing Power of Attorney is coupled with an interest and is irrevocable.

5. Supplement to Loan Agreement. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Lender under the Loan Agreement and other Loan Documents. The rights and remedies of the Grantor and Lender with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Agreement, all of the terms and provisions of which Loan Agreement are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are deemed to conflict with the Loan Agreement or the other Loan Documents, the provisions of the Loan Agreement or the other Loan Documents shall govern.

6. Assignment. Upon the occurrence of an Event of Default, Grantor shall execute and deliver to Lender an absolute assignment transferring its entire right, title, and interest in and to the Intellectual Property Collateral to Lender.

7. Binding Effect. This Intellectual Property Security Agreement shall be binding upon, inure to the benefit of, and be enforceable by Grantor, Lender, and their respective successors and assigns. Grantor may not assign, transfer, hypothecate, or otherwise convey its rights, benefits, obligations, or duties hereunder except as specifically permitted by the Loan Agreement.

8. Governing Law. This Intellectual Property Security Agreement shall be governed by the law of the State of Ohio, except as required by mandatory provisions of law or to the extent the validity, perfection, or priority of the security interests hereunder in respect of any Intellectual Property Collateral are governed by the law of a jurisdiction other than the State of Ohio.

9. Entire Agreement. This Intellectual Property Security Agreement and the Loan Agreement, together with the Schedules hereto and thereto, contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter.

10. Modification. Neither this Intellectual Property Security Agreement nor any provision hereof may be modified, amended, or waived except by the written agreement of the parties, as provided in the Loan Agreement, or as specifically provided otherwise in this Intellectual Property Security Agreement.

11. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document; each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

12. Termination. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the Intellectual Property Collateral will revert to Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of the Obligations secured hereby (unconditionally and indefeasibly) and (b) the termination of the Loan Agreement. Upon any such termination, Lender (at Grantor's request and sole expense) will promptly execute and deliver to Grantor (without any representation, warranty, or recourse of any kind whatsoever) such documents as Grantor may reasonably request and provide to Lender to evidence such termination.

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement, through their duly appointed officers, as of the date first written above.

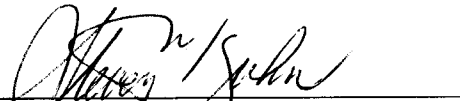
OVERC INTERNATIONAL, INC.

FIFTH THIRD BANK

By: 

Name: Gerald L. Shawhan

Title: Treasurer

By: 

Name: Steven M. Kuhn

Title: Vice President

SCHEDULE A

COPYRIGHTS

Copyright Registrations

None.

Copyright Applications

None.

SCHEDULE B

PATENTS

Patents

None.

Patent Applications

None.

SCHEDULE C

TRADEMARKS

Trademarks

Mark	Registration Number	Date of Registration
OverC	2,717,472	5/20/2003

Trademark Applications

None.