

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
Flint Acquisition Corp.		02/28/2006	CORPORATION: NORTH CAROLINA
Flint Trading, Inc.		02/28/2006	CORPORATION: NORTH CAROLINA
Precision Scan, LLC		02/28/2006	LIMITED LIABILITY COMPANY: NORTH CAROLINA
Hottape Acquisition, LLC		02/28/2006	LIMITED LIABILITY COMPANY: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	Suntrust Bank
Street Address:	Middle Market Banking
Internal Address:	25 Park Place, 23rd Floor
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30303
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	1537404	PREMARK
Registration Number:	1990666	BUNDY
Registration Number:	2847377	TOPMARK
Registration Number:	2967972	DECOMARK
Serial Number:	78616806	VIZIGRIP
Serial Number:	78673087	READYMARK
Serial Number:	78757998	SUPERBUNDY

CH \$415.00 1537404

Serial Number:	78771035	AIRMARK
Serial Number:	78771039	TAXIMARK
Serial Number:	78771043	RUNMARK
Serial Number:	78771047	FLEXMARK
Serial Number:	78771056	ICEMARK
Serial Number:	78771064	WETMARK
Serial Number:	76619489	NEXTSTEP
Serial Number:	76578718	HOTTAPE
Serial Number:	78613543	FLINT TRADING INC.

CORRESPONDENCE DATA

Fax Number: (404)439-1819

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 4048705694

Email: portia.gordon@agg.com

Correspondent Name: Portia R. Gordon

Address Line 1: 171 17th Street, NW

Address Line 2: Suite 2100

Address Line 4: Atlanta, GEORGIA 30363

ATTORNEY DOCKET NUMBER:	14686-49
NAME OF SUBMITTER:	Portia R. Gordon
Signature:	/Portia R. Gordon/
Date:	03/03/2006

Total Attachments: 13

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CONSOLIDATED, AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT

THIS CONSOLIDATED, AMENDED AND RESTATED AGREEMENT is made this February 28, 2006, among **FLINT ACQUISITION CORP.**, a North Carolina corporation (hereinafter referred to as "Borrower"), **FLINT TRADING, INC.**, a North Carolina corporation ("Flint"), **PRECISION SCAN, L.L.C.**, a North Carolina limited liability company ("Precision"), **HOTTAPE ACQUISITION, LLC**, a North Carolina limited liability company ("HotTape") (Flint, Precision and HotTape are each a "Guarantor" and together with the Borrower, are collectively and individually, as the context may require, ("Debtor")) and **SUNTRUST BANK**, a Georgia banking corporation ("Lender"), under and pursuant to that certain Amended and Restated Loan Agreement (the "Loan Agreement"), dated of even date hereof, among Borrower, Guarantors and Lender.

WITNESSETH:

WHEREAS, Borrower desires to obtain certain financing from Lender pursuant to the terms of the Loan Agreement;

WHEREAS, Lender is willing to extend such financing to Borrower on certain terms and conditions including, without limitation, execution by Debtor of this Agreement;

WHEREAS, contemporaneously herewith Debtor also has granted to Lender a lien upon and security interest in Debtor's now existing or hereafter acquired personalty, including inventory, equipment, general intangibles and proprietary rights;

NOW, THEREFORE, for Ten Dollars (\$10.00) and other valuable consideration, and in consideration of the premises, Debtor hereby agrees with Lender as follows:

1. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to them in the Loan Agreement.

2. To secure the payment and performance of the Credit Party Obligations, Debtor hereby pledges, assigns and grants Lender, a continuing security interest in and lien upon all of the following property of Debtor, whether now owned or existing or hereafter acquired (the "Collateral"):

(a) all trademarks, trademark registrations, tradenames and trademark applications, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof (as the same may be amended from time to time), corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers now existing or hereafter adopted, (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing being hereinafter collectively referred to as the "Trademarks"); and

(b) the goodwill of each Debtor's business connected with and symbolized by the Trademarks.

3. Debtor represents and warrants that:

(a) To the best of Debtor's knowledge, each of the Trademarks is valid, subsisting, unexpired, enforceable and has not been abandoned;

(b) None of the Trademarks is the subject of any licensing or franchise agreement except as set forth on Schedule B hereto;

(c) No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of any Trademark;

(d) No action or proceeding is pending seeking to limit, cancel or question the validity of any Trademark or which, if adversely determined, would have a material adverse effect on the value of any Trademark;

(e) All applications pertaining to the Trademarks have been duly and properly filed, and all registrations or letters pertaining to the Trademarks have been duly and properly filed and issued, and all Trademarks are valid and enforceable;

(f) Debtor is the sole and exclusive owner of the entire right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses (other than licenses granted in the ordinary course of business), registered user agreements and covenants by Debtor not to sue third persons;

(g) Without limiting the generality of the foregoing provisions, no claim has been made that the use of any Collateral does or may violate the rights of any third person;

(h) Upon filing of this Agreement in the United States Patent and Trademark Office, this Agreement will create a legal and valid perfected lien upon and security interest in the collateral (other than foreign trademarks), enforceable against Debtor and all third Persons in accordance with its terms; and

(i) Debtor has the unqualified right to enter into this Agreement and perform its terms.

4. Debtor covenants and agrees that it shall:

(a) (i) Continue to use each Trademark on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain such Trademark in full force free from any claim of abandonment for non-use, (ii) maintain as in the past the quality of products and services offered under such Trademark, (iii) employ such Trademark with the appropriate notice of registration, (iv) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless Lender shall obtain a perfected security interest in such mark pursuant to this Agreement, and (v) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any Trademark may become invalidated.

(b) Notify the Lender immediately if it knows, or has reason to know, that any application or registration relating to any Trademark may become abandoned or dedicated, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court or tribunal in any country) regarding Debtor's ownership of any Trademark or its right to register the same or to keep and maintain the same.

(c) Whenever Debtor, either by itself or through an agent, employee, licensee or designee, shall file an application for the registration of any Trademark with the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, Debtor shall report such filing to Lender within five (5) Business Days after the last day of the fiscal quarter in which such filing occurs. Upon request of Lender, Debtor shall execute and deliver any and all agreements, instruments, documents and papers as Lender may request to evidence the Lender's security interest in any Trademark and the goodwill and general intangibles of Debtor relating thereto or represented thereby.

(d) Take all reasonable and necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office, or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the Trademarks, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability.

(e) Promptly notify Lender after it learns that any Trademark included in the Collateral is infringed, misappropriated or diluted by a third party and promptly sue for infringement, misappropriation or dilution, to seek injunctive relief where appropriate and to recover any and all damages for such infringement, misappropriation or dilution, or take such other actions as it shall reasonably deem appropriate under the circumstances to protect such Trademark.

(f) If, before the Credit Party Obligations have been satisfied in full, Debtor shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto, and Debtor shall give to Lender prompt notice thereof in writing. Without limiting the generality of the foregoing, Debtor shall promptly provide Lender with (i) a listing of all applications, if any, for new Trademarks (together with a listing of the issuance of registrations or letters on present applications), which new applications and issued registrations or letters shall be subject to the terms and conditions hereunder, and (ii) a duly executed Notice of Security Interest in Trademarks in the form attached hereto as Exhibit One or (iii) such other duly executed documents as Lender may request in a form acceptable to counsel for Lender and suitable for recording to evidence the security interest in the Trademark which is the subject of such new application.

5. Debtor hereby grants to Lender and its employees and agents the right upon prior notice to Debtor to visit Debtor's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.

6. Debtor agrees that, until all of the Credit Party Obligations have been satisfied in full, it will not enter into any agreement (including, without limitation, any license agreement) which is inconsistent with Debtor's duties under this Agreement.

7. Debtor authorizes Lender to modify this Agreement by amending Schedule A to include any future trademarks and trademark applications within the definition of Trademarks under paragraph 2 or paragraph 4(f) hereof.

8. Upon and at any time after the occurrence and during the continuation of an Event of Default (as defined in the Loan Agreement), Lender shall have, in addition to all other rights and remedies given it by this Agreement, all rights and remedies under applicable law and all rights and remedies of a secured party under the Uniform Commercial Code as adopted and then in force in the State of Georgia. Without

limiting the generality of the foregoing, Lender may immediately, without notice or demand, each of which Debtor hereby waives, collect directly any payments due Debtor in respect of the Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Collateral. Debtor hereby agrees that ten (10) days written notice to Debtor of any public or private sale or other disposition of any of the Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by applicable law. At any such sale or disposition, Lender may, to the extent permitted by law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of Debtor, which right Debtor hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Collateral all costs and expenses incurred by Lender in enforcing its rights hereunder (including, without limitation, all reasonable attorneys' fees actually incurred), Lender shall apply the remainder of such proceeds to the payment of the Credit Party Obligations in such order and manner as Lender in its sole discretion may determine. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to Debtor. If any deficiency shall arise, Debtor, its affiliates that are parties to the Loan Agreement and each guarantor of the Credit Party Obligations shall remain jointly and severally liable to Lender therefor.

9. Debtor hereby makes, constitutes and appoints Lender and any officer or agent of Lender as Lender may select as Debtor's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur and be continuing: to endorse Debtor's name on all applications, documents, papers and instruments necessary for Lender to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to anyone else. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all of the Credit Party Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated.

10. At such time as all of the Credit Party Obligations shall have been satisfied finally and in full and the Loan Agreement shall have been terminated, Lender shall execute and deliver to Debtor all releases and other instruments to terminate Lender's security interest in the Collateral.

11. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, actually incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining, or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Debtor **ON DEMAND** by Lender and shall bear interest at the rate prescribed in the Loan Agreement.

12. In the event that Debtor shall fail to enforce any Trademark that is material to its business, Lender shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce such Trademark and any license thereunder, in which event Debtor shall at the request of Lender do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Lender to add such enforcement, and Debtor shall promptly, **upon demand**, reimburse and indemnify Lender for all costs and expenses incurred in exercise of Lender's right under this paragraph 12

13. If Debtor fails to comply with any of its obligations hereunder, to the extent permitted by applicable law, Lender may do so in Debtor's name or in Lender's name, but at Debtor's expense, and Debtor agrees to reimburse Lender in full for all expenses, including reasonable attorneys' fees actually

incurred by Lender in prosecuting, defending or maintaining the Trademarks or Lender's interest therein pursuant to this Agreement.

14. No course of dealing between Debtor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

15. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

17. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 7 hereof.

18. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

19. Notice of acceptance hereof is hereby waived by Debtor.

20. THIS AGREEMENT HAS BEEN NEGOTIATED, EXECUTED AND DELIVERED AT AND SHALL BE DEEMED TO HAVE BEEN MADE IN ATLANTA, GEORGIA. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF GEORGIA.

21. DEBTOR AND LENDER EACH WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRADEMARKS.

22. THIS TRADEMARK SECURITY AGREEMENT CONSOLIDATES, AMENDS AND RESTATES IN THEIR ENTIRETY (A) THE TRADEMARK SECURITY AGREEMENT DATED AS OF SEPTEMBER 16, 2004 BETWEEN BORROWER AND LENDER, (B) THE TRADEMARK SECURITY AGREEMENT DATED AS OF SEPTEMBER 16, 2004 BETWEEN FLINT AND LENDER, (C) THE TRADEMARK SECURITY AGREEMENT DATED AS OF SEPTEMBER 16, 2004 BETWEEN PRECISION AND LENDER, AND (D) THE TRADEMARK SECURITY AGREEMENT DATED AS OF SEPTEMBER 16, 2004 BETWEEN LKF, INC., A NORTH CAROLINA CORPORATION AND PREDECESSOR BY MERGER TO FLINT, AND LENDER, (COLLECTIVELY, THE "EXISTING TRADEMARK SECURITY AGREEMENTS"). THE PARTIES DO NOT INTEND THIS CONSOLIDATED, AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT NOR THE TRANSACTIONS CONTEMPLATED HEREBY TO BE, AND THIS CONSOLIDATED, AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT AND THE

TRANSACTIONS CONTEMPLATED HEREBY SHALL NOT BE CONSTRUED TO BE, A NOVATION OF ANY OF THE OBLIGATIONS OWING BY ANY DEBTOR UNDER OR IN CONNECTION WITH THE EXISTING TRADEMARK SECURITY AGREEMENTS, OR ANY OF THE OTHER LOAN DOCUMENTS. THE PARTIES AGREE THAT ANY REFERENCE TO ANY OF THE EXISTING TRADEMARK SECURITY AGREEMENTS IN ANY LOAN DOCUMENT SHALL BE DEEMED TO BE A REFERENCE TO THIS CONSOLIDATED, AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT.

[SIGNATURES ON FOLLOWING PAGE]

WITNESS the execution hereof under seal as of the day and year first above written.

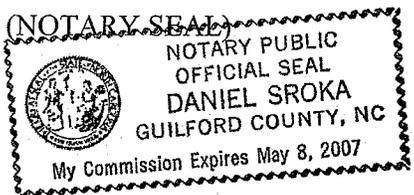
Signed, sealed and delivered
in the presence of:

[Signature]
Witness

[Signature]
Notary Public

My commission expires:

May 8, 2007



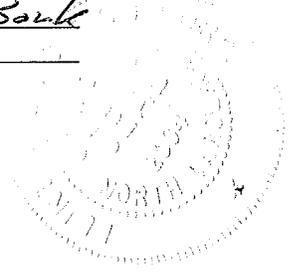
DEBTOR:

FLINT ACQUISITION CORP., a North Carolina
corporation

By: R. Steven Vetter
Name: R STEVEN VETTER
Title: CEO

Attest: [Signature]
Name: Matthew L. Souk
Title: CPA

[CORPORATE SEAL]



Signed, sealed and delivered
in the presence of:

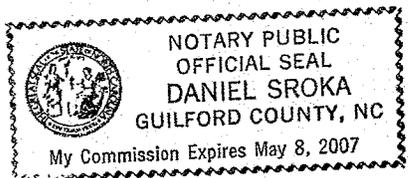
[Signature]
Witness

[Signature]
Notary Public

My commission expires:

May 8, 2007

(NOTARY SEAL)



FLINT TRADING, INC., a North Carolina
corporation

By: R Steven Vetter
Name: R STEVEN VETTER
Title: CEO

Attest: [Signature]
Name: Matthew L. Souk
Title: CPA

[CORPORATE SEAL]



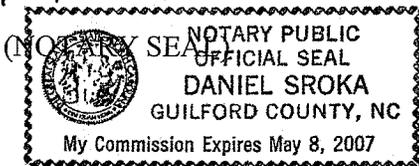
Signed, sealed and delivered
in the presence of:

[Signature]
Witness

[Signature]
Notary Public

My commission expires:

MAY 8, 2007



Signed, sealed and delivered
in the presence of:

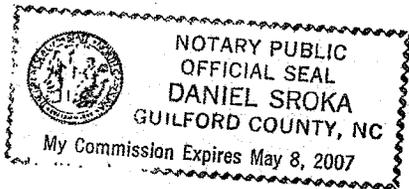
[Signature]
Witness

[Signature]
Notary Public

My commission expires:

MAY 8, 2007

(NOTARY SEAL)



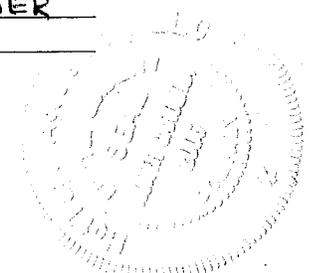
PRECISION SCAN, L.L.C., a North Carolina limited
liability company

By: R Steven Vetter
Name: R STEVEN VETTER
Title: sole Manager



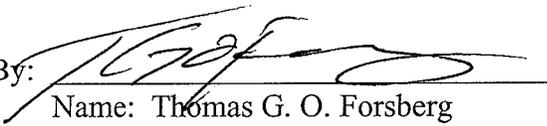
HOTTAPE ACQUISITION, LLC, a North Carolina
limited liability company

By: R Steven Vetter
Name: R STEVEN VETTER
Title: sole Manager



Accepted in Atlanta, Georgia:

SUNTRUST BANK

By: 

Name: Thomas G. O. Forsberg

Title: Assistant Vice President

SCHEDULE "A"

Trademarks

United States Trademarks and Applications

Registration Number 1,537,404 (PreMark) (Flint Trading, Inc.)

Registration Number 1,990,666 (Bundy) (Flint Trading, Inc.)

Registration Number 2,847,377 (TopMark) (Flint Trading, Inc.)

Registration Number 2,967,972 (DecoMark) (Flint Trading, Inc.)

Application Number 78/616,806 (ViziGrip) (Flint Trading, Inc.)

Application Number 78/673,087 (ReadyMark) (Flint Trading, Inc.)

Application Number 78/757,998 (SuperBundy) (Flint Trading, Inc.)

Application Number 78/771,035 (AirMark) (Flint Trading, Inc.)

Application Number 78/771,039 (TaxiMark) (Flint Trading, Inc.)

Application Number 78/771,043 (RunMark) (Flint Trading, Inc.)

Application Number 78/771,047 (FlexMark) (Flint Trading, Inc.)

Application Number 78/771,056 (IceMark) (Flint Trading, Inc.)

Application Number 78/771,064 (WetMark) (Flint Trading, Inc.)

Application Number 76/619,489 (NextStep) (HotTape Acquisition, LLC)

Application Number 76/578,718 (HotTape) (HotTape Acquisition, LLC)

United States Service Mark Application

Application Number 78/613,543 (Flint Trading, Inc.) (Flint Trading, Inc.)

Canadian Trademark

Number TMA 530,981 (Bundy) (Flint Trading, Inc.)

SCHEDULE "B"

Licenses, Franchises, etc.

None.

EXHIBIT ONE

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Consolidated, Amended and Restated Trademark Security Agreement dated as of February 28, 2006 (the "Security Agreement") by and among Flint Acquisition Corp. (the "Borrower"), Flint Trading, Inc. ("Flint"), Precision Scan, L.L.C. ("Precision"), and HotTape Acquisition, LLC ("HotTape") (Borrower, Flint, Precision and HotTape collectively the "Debtor") and SunTrust Bank (the "Lender"), the undersigned Debtor has granted a continuing security interest to the Lender in and continuing lien upon, the trademark registrations and trademark applications shown below:

TRADEMARKS

<u>Trademark No.</u>	<u>Description of Trademark Item</u>	<u>Date of Trademark</u>
1,537,404	PreMark	5/2/89
1,990,666	Bundy	8/6/96
2,847,377	TopMark	6/1/04
2,967,972	DecoMark	7/12/05

TRADEMARK APPLICATIONS

<u>Trademark Applications No.</u>	<u>Description of Trademark Applied For</u>	<u>Date of Trademark Applications</u>
78/616,806	ViziGrip	4/26/05
78/673,087	ReadyMark	7/19/05
78/757,998	SuperBundy	11/21/05
78/771,035	AirMark	12/12/05
78/771,039	TaxiMark	12/12/05
78/771,043	RunMark	12/12/05
78/771,047	FlexMark	12/12/05
78/771,056	IceMark	12/12/05
78/771,064	WetMark	12/12/05
76/619,489	NextStep	5/11/04
76/578,718	HotTape	3/1/04 (abandoned)

The undersigned Debtor and the Lender hereby acknowledge and agree that the security interest in the foregoing trademark registrations and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark registration or trademark application.

Acknowledged and Accepted:

SUNTRUST BANK

By: _____
Name: _____
Title: _____

Very truly yours,

[Individual Debtor Name]

By: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____

[CORPORATE SEAL]