

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
Imasis, LLC		11/30/2005	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services, Inc.		
Street Address:	222 North LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78556895	IMASIS	
Serial Number:	78559884	IMASIS	
Serial Number:	78559878		
CORRESPONDENCE DATA			
Fax Number:	(312)609-5005		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	312-609-7838		
Email:	tsettle@vedderprice.com		
Correspondent Name:	Tammy S. Settle		
Address Line 1:	222 North LaSalle Street		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	35330.00.0064/TSS		
NAME OF SUBMITTER:	Tammy S. Settle		

CH \$90.00 78556895

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TRADEMARK
REEL: 003267 FRAME: 0517

Signature:	/tsettle/
Date:	03/14/2006
Total Attachments: 5 source=ImasisAgreemt#page1.tif source=ImasisAgreemt#page2.tif source=ImasisAgreemt#page3.tif source=ImasisAgreemt#page4.tif source=ImasisAgreemt#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made and entered into as of November 30, 2005 by IMASIS LLC, a Delaware limited liability company, ("Grantor") in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

W I T N E S S E T H:

WHEREAS, Grantor and Grantee are parties to a certain Credit Agreement dated as of June 27, 2005 as amended as of even date herewith (and as may be subsequently amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of June 27, 2005 and amended as of even date herewith among Grantor, certain affiliates of Grantor and Grantee (as the same may be subsequently amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and


(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

(Signature Page Follows)

(Signature Page to Trademark Security Agreement)

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

IMASIS LLC, a Delaware corporation

By: 
David Harrington
Chairman and Chief Executive Officer

(Signature Page to Trademark Security Agreement)

Agreed and Accepted
As of the Date First Written Above


MERRILL LYNCH CAPITAL, a division
of Merrill Lynch Business Financial Services
Inc., as Administrative Agent

By: _____


Luis Viera
Vice President

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
IMASIS	78556895	Filed 01/31/2005
IMASIS & DESIGN	78559884	Filed 02/03/2005
 Imasis		
Design of three marbles	78559878	Filed 02/03/2005
