

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
AIRCUITY, INC.		02/28/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	IDP Investments, LLC		
Street Address:	60 State Street		
Internal Address:	Suite 1100		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2832475	AIRCUITY	
CORRESPONDENCE DATA			
Fax Number:	(617)856-8201		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-856-8145		
Email:	ip@brownrudnick.com		
Correspondent Name:	Mark S. Leonardo		
Address Line 1:	One Financial Center		
Address Line 2:	BROWN RUDNICK BERLACK ISRAELS LLP		
Address Line 4:	Boston, MASSACHUSETTS 02111		
ATTORNEY DOCKET NUMBER:	21286/3		
NAME OF SUBMITTER:	Mark S. Leonardo		
Signature:	/s/Mark S. Leonardo/		

CH \$40.00 2832475

Date:

03/29/2006

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February ¹⁵ 2006 (this "Agreement"), made by and between AIRCUITY, INC., a Delaware corporation with its principal place of business at 39 Chapel Street, Newton, Massachusetts 02458 (the "Debtor"), in favor of IDP Investments, LLC, a Delaware corporation, as agent for itself and the Secured Parties (as defined in the Security Agreement) (in such capacity, the "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to the Security Agreement dated as of even date hereof by and among the Debtor, Agent and the Secured Parties signatory thereto (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), the Debtor has granted a security interest in, among other things, all right, title and interest of the Debtor in, to and under all of the Debtor's Trademark Collateral (as defined below), whether presently existing or hereafter arising or acquired as security for the Debtor's Obligations (as defined in the Security Agreement); and

WHEREAS, the Debtor is the owner of the entire right, title and interest in, to and under the Trademarks listed on Schedule I hereto.

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to purchase the Notes, the Debtor hereby agrees with the Agent and Secured Parties as follows:

1. Defined Terms.

(a) Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

(b) Other Definitional Provisions.

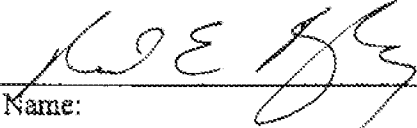
(i) The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and paragraph references are to this Agreement unless otherwise specified.

(ii) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(iii) "Associated Goodwill" shall mean all goodwill of the Debtor or its business, products and services appurtenant to, associated with or symbolized by the Trademarks and/or the use thereof.

IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement to be executed by its duly authorized representatives as of the date first above written.

AIRCUIITY, INC.
as the Debtor

By: 
Name:
Title:

IDP VENTURES GMBH & CO. KG,
as the Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement to be executed by its duly authorized representatives as of the date first above written.

AIRCUTTY, INC.
as the Debtor

By: _____
Name:
Title:

IDP VENTURES GMBH & CO. KG,
as the Agent

By: Thomas Filler
Name: **Thomas FILLER**
Title: **Managing Partner**

Schedule 1

Trademarks

Trademark	Registration No.	Registration Date
AIRCUITY	2,832,475	April 13, 2004

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