

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
Escher Group, Ltd.		03/24/2006	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	CAPITALSOURCE FINANCE LLC
Street Address:	4445 Willard Avenue
Internal Address:	12th Floor
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2011456	RIPOSTE
Registration Number:	2746507	EG ESCHER GROUP
Registration Number:	2734636	FIBERFINGERPRINT
Registration Number:	2734252	E
Registration Number:	2804132	ESCHER
Registration Number:	2669564	SPECTRASEAL
Registration Number:	2554810	IMAGE INDICIA
Registration Number:	2421322	CASHIERPRO

CORRESPONDENCE DATA

Fax Number: (617)856-8201
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 617-856-8145
 Email: ip@brownrudnick.com

CH \$215.00 2011456

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:	23324/46
NAME OF SUBMITTER:	Mark S. Leonardo
Signature:	/s/Mark S. Leonardo/
Date:	04/10/2006

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT

TRADEMARK SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT, dated as of March 24, 2006 (this "Trademark Security Agreement") by and among ESCHER GROUP, LTD. ("Borrower") and CAPITALSOURCE FINANCE LLC, in its capacity as agent for the Lender Parties (in such capacity, "Agent"). Capitalized terms used herein shall have the meanings ascribed to them in Section 1 below.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Borrower, the other Credit Parties thereto, Agent and Lenders (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified and in effect, the "Credit Agreement"), Lenders have agreed to make the Revolving Loans and the Interim Term Loan to and/or arrange for the issuance of Letter(s) of Credit on behalf of Borrower.

WHEREAS, as a condition precedent to Agent and Lenders entering into the Credit Agreement and making Revolving Loans and the Interim Term Loan to and/or arranging for the issuance of Letter(s) of Credit on behalf of the Borrower, Borrower is required to enter into this Trademark Security Agreement to secure the payment and performance of the Credit Parties' obligations, liabilities and indebtedness arising under the Loan Documents.

NOW, THEREFORE, in consideration of the premises and to induce the Agent and Lenders to enter into the Credit Agreement, the Borrower hereby agrees with the Agent as follows:

1. **Defined Terms.**

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

(b) **Other Definitional Provisions.**

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

2. **Grant of Security Interest.** To secure the prompt and complete payment when due and satisfaction of the Obligations, the Borrower hereby grants, assigns and conveys to Agent for the benefit of itself and the Lenders a security interest in and collateral assignment of all of Borrower's now existing or hereafter acquired or existing right, title and interest in (i) its respective trademarks (registered and unregistered), trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, internet domain names, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and

Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, and all research and development relating to the foregoing; (ii) all reissues, extensions or renewals of any of the foregoing; (iii) the entire goodwill of the Borrower's business connected with and symbolized by the foregoing or the use thereof; and (iv) all designs and general intangibles of a like nature and all proprietary rights in and to the foregoing, including, without limitation, each registration and application identified on Schedule 1 attached hereto and made a part hereof (collectively, the "Trademarks"), the right to sue for past, present and future infringements and all rights corresponding thereto and the entire goodwill of Borrower's business connected with and symbolized by the Trademarks and all products and proceeds of any and all of the foregoing, including without limitation, all income, fees, royalties and other payments at any time due or payable with respect to any of the foregoing (together with the Trademarks, referred to collectively as the "Trademark Collateral").

3. **No Limitation; Security Agreement.** This Trademark Security Agreement has been executed and delivered by the Borrower for the purpose of evidencing Agent's and Lenders' security interest in and Borrower's collateral assignment of the Trade Collateral and recording such security interest and collateral assignment with the United States Patent and Trademark Office. The security interest and collateral assignment granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent under the Security Agreement dated as of even date hereof by Borrower ("Security Agreement"). The Security Agreement (and all rights and remedies of the Borrower, the Agent, and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

4. **Assignments of Trademarks and Goodwill.** In addition to all other rights granted to the Agent under the Credit Agreement, the Security Agreement and this Trademark Security Agreement, effective only upon an Event of Default under the Credit Agreement and during the continuation thereof, upon notice by Agent to the Borrower, Borrower hereby sells, assigns, transfers and sets over to the Agent for the benefit of itself and the Lenders, Borrower's entire right, title and interest in and to all Trademark Collateral including, without limitation, the goodwill of Borrower's business connected with and symbolized by the Trademarks.

5. **Representations and Warranties.** The Borrower represents and warrants that:

- (a) the Trademarks are valid and subsisting and in good standing;
- (b) each of the Trademarks identified on Schedule 1 hereto, is valid and enforceable and, to the knowledge of the Borrower, no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person;
- (c) the Borrower is the sole and exclusive owner of the entire right, title and interest in, under and to, free and clear of any liens (other than the liens granted herein and in the Security Agreement), charges and encumbrances, each of the Trademarks;
- (d) the Borrower has good and marketable title to the Trademarks; and
- (e) the Borrower has the legal right and authority to enter into this Trademark Security Agreement and perform its terms.

6. Covenants Regarding Trademark Collateral.

- (a) In no event shall Borrower, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Trademark with the United States Patent and Trademark Office or any similar office or agency without giving Agent written notice thereof within ten (10) Business Days before the filing thereof, and, upon request of Agent, Borrower shall execute and deliver any and all supplements to this Trademark Security Agreement as Agent may request to reference Agent's Lien on such Trademark and the general intangibles of Borrower relating thereto or represented thereby.
- (b) Borrower shall take all actions necessary or reasonably requested by Agent to maintain and pursue (and not abandon) each application, to obtain the relevant registration and to maintain the registration of each Trademark (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of non-contestability and opposition and interference and cancellation proceedings, unless Borrower shall determine in its good faith business judgment that such Trademark is not material to the conduct of its business.
- (c) In the event that Borrower knows that any of the Trademark Collateral is infringed upon, or misappropriated or diluted by a third party, Borrower shall notify Agent thereof and enter or cause the Borrower to enter into a supplement to this Trademark Security Agreement, granting to Agent a Lien in the such commercial tort claim. Borrower shall, unless it shall determine in its good faith business judgment that such Trademark Collateral (or such infringement, misappropriation or dilution) is not material to the conduct of its business or operations, promptly sue for or otherwise negotiate a settlement with respect to infringement, misappropriation or dilution and, where commercially reasonable, recover any and all damages for such infringement, misappropriation or dilution, and/or, upon Agent's reasonable request, shall take such other actions as Agent shall deem appropriate under the circumstances to protect such Trademark Collateral.

7. Termination; Release of Collateral. This Trademark Security Agreement and all obligations of the Borrower and the Agent hereunder shall terminate on the date upon which the Obligations (other than contingent indemnification Obligations to the extent no claim giving rise thereto has been asserted) are indefeasibly paid and satisfied in full in immediately available funds and all commitments and other obligations of the Agent and Lenders to the Borrower have terminated without delivery of any instrument or performance of any act by any party. Upon termination of this Trademark Security Agreement, the Agent shall, at the expense of the Borrower, take such actions as may be necessary or reasonably requested by Borrower to release its security interest in the Trademark Collateral.

8. **Acknowledgement.** The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the collateral assignment and security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any inconsistency between the terms of this Trademark Security Agreement and the terms of the Credit Agreement and Security Agreement, the terms of the Credit Agreement and Security Agreement shall govern.

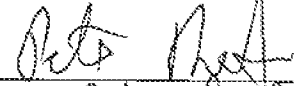
9. **Binding Effect; Benefits.** This Trademark Security Agreement shall be binding upon the Borrower and its successors and assigns, and shall inure to the benefit of the Agent, the Lenders and their respective successors and assigns.

10. **GOVERNING LAW.** THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAW.

[Remainder of page intentionally left blank.]

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

ESCHER GROUP, LTD., as Borrower

By: 
Name: Peter Griffin
Title: CFO

CAPITALSOURCE FINANCE LLC
as the Agent

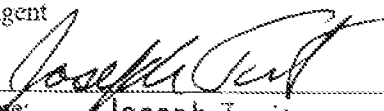
By: _____
Name:
Title:

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

ESCHER GROUP, LTD., as Borrower

By: _____
Name:
Title:

CAPITALSOURCE FINANCE LLC
as the Agent

By:  _____
Name: Joseph Turitz
Title: General Counsel
Corporate Finance

SCHEDULE 1
U.S. TRADEMARKS

No.	Trademark	Owner	Registration No.
1.	RIPOSTE	Escher Group, Ltd.	2011456
2.	EG ESCHER GROUP	Escher Group, Ltd.	2746507
3.	FIBERFINGERPRINT	Escher Group, Ltd.	2734636
4.	E	Escher Group, Ltd.	2734252
5.	ESCHER	Escher Group, Ltd.	2804132
6.	SPECTRASEAL	Escher Group, Ltd.	2669564
7.	IMAGE INDICIA	Escher Group, Ltd.	2554810
8.	CASHIERPRO	Escher Group, Ltd.	2421322

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