

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Synggy, Inc.		04/20/2006	CORPORATION:
RECEIVING PARTY DATA			
Name:	Fortress Credit Corp.		
Street Address:	1345 Avenue of the Americas		
Internal Address:	46th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10105		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2262775	SYNYGY	
CORRESPONDENCE DATA			
Fax Number:	(202)728-0744		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2027216405		
Email:	christine.wilson@thomson.com		
Correspondent Name:	Greenberg Traurig, LLP		
Address Line 1:	200 Park Avenue		
Address Line 4:	Florham Park, NEW JERSEY 07932		
NAME OF SUBMITTER:	Christine Wilson		
Signature:	/CHRISTINE WILSON/		
Date:	04/25/2006		

CH \$40.00 2262775

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (together with all amendments, if any, from time to time, this "Trademark Security Agreement"), dated as of April 20, 2006, is made by SYNYGY, INC. (the "Grantor"), in favor of FORTRESS CREDIT CORP., a Delaware corporation, in its capacity as Agent ("Agent"), for itself and the lenders party from time to time to the Loan Agreement described below (collectively, the "Lenders").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof, by and among Grantor, Lenders and Agent for the Lenders (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lenders have agreed to make Loans on behalf of the Grantor; and

WHEREAS, in order to induce the Agent and Lenders to enter into the Loan Agreement and other Loan Documents and to induce Lenders to make the Loans as provided for in the Loan Agreement, Grantor desires to grant a continuing Lien on the Intellectual Property Collateral to Agent, for the benefit of Agent and Lenders, to secure all of the Obligations;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Section 1.1 of the Loan Agreement. The following terms as used in this Trademark Security Agreement shall have the meanings hereinafter provided:

"Trademark License" means any and all rights now owned or hereafter acquired by Grantor under any written agreement granting any right to use any Trademark.

"Trademarks" means all of the following now owned or hereafter existing or adopted or acquired by Grantor: (a) all trademarks, trade names, corporate names, business names, service marks, logos, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL.

(a) To secure the prompt and complete payment, performance and observance of all the Obligations, Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Agent, for itself and the benefit of the Lenders, a continuing first priority security

interest in and Lien upon all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired by or arising in favor of Grantor and whether owned or consigned by or to, or licensed from or to Grantor (collectively, the "Intellectual Property Collateral"):

(i) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(ii) all reissues, continuations or extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each Trademark, and each Trademark License; and

(iv) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (A) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, and (B) injury to the goodwill associated with any Trademark or any Trademark licensed under a Trademark License.

(b) In addition, to secure the prompt and complete payment, performance and observance of the Obligations and in order to induce Agent and Lenders as aforesaid, Grantor hereby grants to Agent, for itself and the benefit of Lenders, a right of setoff, against the property of Grantor held by Agent or any Lender, consisting of property described above in Section 2(a) now or hereafter in the possession or custody of or in transit to Agent or any Lender, for any purpose, including safekeeping, collection or pledge, for the account of Grantor, or as to which Grantor may have any right or power.

(c) The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interest granted to Agent pursuant to the Loan Agreement.

3. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that, as of the Closing Date, Grantor owns or has rights to use all Intellectual Property necessary to continue to conduct its business as now or heretofore conducted by it or proposed to be conducted by it. Each Trademark registered with or that is the subject of an application with the United States Patent and Trademark Office or its foreign equivalents, as applicable, together with application or registration numbers, and each Trademark License is listed in Schedule I hereto. Grantor represents and warrants that all Trademarks which are necessary or material to the operations of Grantor have been registered with the United States Patent and Trademark Office or its foreign equivalents, as applicable. To Grantor's knowledge, Grantor conducts its business and affairs without infringement of or interference with any Intellectual Property of any other Person in any material respect. Grantor is not aware of any infringement claim by any other Person with respect to any Intellectual Property. The filing of this Trademark Security Agreement with the United States Patent and Trademark Office and the filing of appropriate financing statements, are the only requirements to perfect the security interests in favor of Agent in all of Grantor's Trademarks and such perfected security interests are enforceable, subject to applicable Federal and state bankruptcy and insolvency laws affecting generally the rights of

creditors, as such as against any and all creditors of, and purchasers from, Grantor. Upon filing of this Trademark Security Agreement with the United States Patent and Trademark Office and the filing of appropriate financing statements, all action necessary or otherwise requested by Agent to protect and perfect Agent's security interest in and Lien on Grantor's Trademarks shall have been duly taken.

4. COVENANTS.

(a) Grantor shall notify Agent promptly if it knows or has reason to know that any application or registration relating to any Trademark (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 or any court) regarding Grantor's ownership of any Trademark, its right to register the same, or to keep and maintain the same.

(b) In no event shall Grantor, either itself 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 prior written notice thereof, and, upon request of Agent, Grantor shall execute and deliver supplements hereto or a new security agreement as Agent may reasonably request to evidence Agent's Lien on such Trademark, and the general intangibles of Grantor relating thereto or represented thereby.

(c) Grantor shall take all actions necessary or reasonably requested by Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) In the event Grantor believes that any of the Intellectual Property Collateral is being infringed upon, misappropriated or diluted by a third party, Grantor shall promptly give notice thereof to Agent and shall execute and deliver supplements hereto or a new security agreement as Agent may request to grant Agent a Lien on Grantor's claim against such third party as required under Section 6.23(d) of the Loan Agreement, and Grantor shall promptly sue for infringement, misappropriation or dilution, to recover any and all damages for such infringement, misappropriation or dilution, take such other actions to enforce its right and protect such Intellectual Property Collateral whether by action, suit, proceeding or otherwise and take any and all other actions as Agent reasonably shall deem necessary or appropriate under the circumstances to protect such Intellectual Property Collateral, in each case to the extent same is commercially reasonable.

5. RIGHTS AND REMEDIES.

(a) For the express and limited purpose of enabling Agent to exercise rights and remedies under the Loan Agreement (including, without limiting the terms hereof or of the Loan Agreement, in order to take possession of, hold, preserve, process, assemble, prepare for sale, market for sale, sell or otherwise dispose of the Collateral described in the Loan

Agreement) at such time as Agent shall be lawfully entitled to exercise such rights and remedies, Grantor hereby grants to Agent, for the benefit of Agent and Lenders, an irrevocable, nonexclusive license (exercisable only following the occurrence and during the continuation of an Event of Default, without payment of royalty or other compensation to Grantor) to use, license or sublicense any of the Intellectual Property Collateral now owned or hereafter acquired by Grantor, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof.

(b) Grantor hereby acknowledges and affirms that certain other rights and remedies of Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. REINSTATEMENT. This Trademark Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. TERMINATION OF THIS AGREEMENT. Subject to Section 6 of this Trademark Security Agreement and satisfaction of the conditions set forth in Section 12.6 of the Loan Agreement, this Trademark Security Agreement and Agent shall deliver to Grantor any documents reasonably requested by Grantor to evidence the termination of the Liens granted herein.

8. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desire to give or serve upon another any such communication with respect to this Trademark Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be addressed to the party to be notified at the address set forth in the Loan Agreement (or such other address as may be substituted by notice given in the manner required by Section 12.14 of the Loan Agreement), and given in the manner required by Section 12.14 of the Loan Agreement.

9. NO STRICT CONSTRUCTION. The parties hereto have participated jointly in the negotiation and drafting of this Trademark Security Agreement. In the event an ambiguity or question of intent or interpretation arises, this Trademark Security Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof

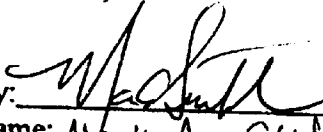
shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Trademark Security Agreement. This Trademark Security Agreement is to be read, construed and applied together with the Loan Agreement and the other Loan Documents which, taken together, set forth the complete understanding and agreement of Agent, Lenders and Grantor with respect to the matters referred to herein and therein. Except as otherwise specifically provided, if any provision contained in this Trademark Security Agreement or any other Loan Document, conflicts with any provision in the Loan Agreement, the provision in the Loan Agreement shall govern and control.

10. ADVICE OF COUNSEL. Each of the parties represents to each other party hereto that it has discussed this Trademark Security Agreement with its counsel.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officers as of the date first set forth above.

SYNYGY, INC.

By: 
Name: Mark A. Stiffler
Title: President and CEO

Acknowledged and Agreed:

FORTRESS CREDIT CORP., as Agent

By: _____
Name:
Title:

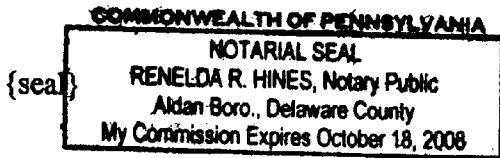
ACKNOWLEDGMENT OF GRANTOR

STATE OF Pennsylvania
COUNTY OF Delaware

ss.

On this ~~20th~~^{April} day of ~~March~~, 2006 before me, the undersigned, a Notary Public in and for the said state, personally appeared Mark A. Stiffler, of Synegy, Inc. who proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his signature on the instrument, the person upon behalf of which he acted, executed the instrument.

Renelda R. Hines
Notary Public



IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officers as of the date first set forth above.

SYNYGY, INC.

By: _____
Name:
Title:

Acknowledged and Agreed:

FORTRESS CREDIT CORP., as Agent

By: _____
Name:
Title: CONSTANTINE DAKOLIAS
CHIEF CREDIT OFFICER

uj-6193241-03

Trademark Security Agreement

TRADEMARK
REEL: 003296 FRAME: 0416

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Name	Registration Number	Registration Date
SYNYGY	2,262,775	July 20, 1999

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