

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
CUSA AWC, LLC		04/25/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	iStart Financial Inc., as Administrative Agent		
Street Address:	1114 Avenue of the Americas		
Internal Address:	27th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2197821	ALL WEST	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4565		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3125778265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten Muchin		
Address Line 1:	525 W Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	208972-00499		
NAME OF SUBMITTER:	Kristin Brozovic		
Signature:	/Kristin Brozovic/		

CH \$40.00 2197821

Date:

04/27/2006

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 25, 2006 (this “**Agreement**”), is by and between CUSA AWC, LLC, a Delaware limited liability company (“**Debtor**”) and iSTAR FINANCIAL INC., as “**Administrative Agent**” on behalf of the “**Lenders**” (as such terms are defined in the Loan and Security Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified and in effect from time to time, the “**Loan and Security Agreement**”; capitalized terms used herein but not defined herein shall have the meanings ascribed thereto in the Loan and Security Agreement), among Debtor, certain affiliates of Debtor (together with Debtor, the “**Borrowers**”), Administrative Agent and the Lenders, the Lenders will make certain Loans and other financial accommodations to the Borrowers;

WHEREAS, to induce Administrative Agent and the Lenders to enter into the Loan and Security Agreement and make the Loans thereunder, Debtor has agreed to pledge and grant a security interest in the Collateral as security for the Obligations pursuant to Section 10 of the Loan and Security Agreement;

WHEREAS, as a condition precedent to the making of the Loans under the Loan and Security Agreement, Debtor is required to execute and deliver this Agreement and to grant to Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, Debtor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make the Loans pursuant to the Loan and Security Agreement, Debtor agrees, for the benefit of Administrative Agent and Lenders, as follows:

SECTION 1. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of all of the Obligations, Debtor does hereby mortgage, pledge and grant to Administrative Agent for the benefit of Administrative Agent and the Lenders a continuing security interest in, all of the following property (the “**Trademark Collateral**”), whether now or hereafter owned, existing or arising:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, other sources of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing items in this clause (a) being called a “**Trademark**”), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use

or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to on Schedule 1 hereto;

(b) all Trademark licenses, including each Trademark license referred to on Schedule 1 hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by Debtor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to on Schedule 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 2. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest of Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Administrative Agent under the Loan and Security Agreement. The Loan and Security Agreement (and all rights and remedies of Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3. Release of Security Interest. Upon payment in full in cash of all Obligations and the termination of the Loan and Security Agreement, Administrative Agent shall, at Debtor's request and at Debtor's expense, execute and deliver to Debtor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 4. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan 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.

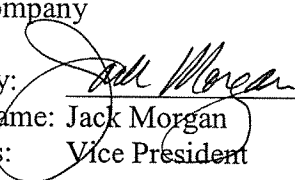
SECTION 5. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Loan and Security Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan and Security Agreement.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

- Remainder of Page Intentionally Left Blank; Signature Page Follows -

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CUSA AWC, LLC, a Delaware limited liability company

By: 
Name: Jack Morgan
Its: Vice President

Acknowledged and Agreed:

iSTAR FINANCIAL INC., a Maryland corporation, as Administrative Agent

By: _____
Name: _____
Its: _____

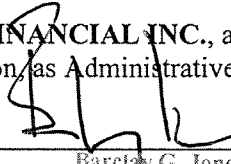
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CUSA AWC, LLC, a Delaware limited liability company

By: _____
Name: Jack Morgan
Its: Vice President

Acknowledged and Agreed:

iSTAR FINANCIAL INC., a Maryland corporation, as Administrative Agent

By: 
Name: Barclay G. Jones, III
Its: Executive Vice President

Schedule 1 to Trademark Security Agreement

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
United States	All West (Stylized)	2,197,821	10/20/1998