

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
BECKER-UNDERWOOD, INC.		04/03/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ANTARES CAPITAL CORPORATION, as Second Lien Collateral Agent		
Street Address:	500 W. Monroe, 17th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2332670	SUB-SAHARA	
Registration Number:	2338402	SUB-SAHARA	
Registration Number:	2295594	SEEDKARE	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4679		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3125778348		
Email:	rakhee.verma@kattenlaw.com		
Correspondent Name:	Rakhee Verma @ KattenMuchinRosenmanLLP		
Address Line 1:	525 West Monroe, Suite 1800		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	207170-62		
NAME OF SUBMITTER:	Rakhee Verma		
Signature:	/Rakhee Verma/		

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Date:

05/11/2006

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 3, 2006, is between **BECKER-UNDERWOOD, INC.** a Delaware corporation (the “**Grantor**”), and **ANTARES CAPITAL CORPORATION**, a Delaware corporation (“**Antares**”), as Second Lien Collateral Agent (in such capacity, the “**Grantee**”) for the benefit of Second Lien Secured Parties (as such terms are defined in the Credit Agreement described below).

RECITALS

A. Grantor owns the Intellectual Property Applications and Intellectual Property Registrations with respect to Trademarks owned by Grantor listed on Schedule A annexed hereto; and

B. Reference is made to that certain Credit Agreement dated as of August 31, 2004 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) among BU Merger Co., a Delaware corporation and predecessor by Merger to Grantor (“**MergerCo**”), Antares, as First Lien Collateral Agent, Second Lien Collateral Agent, Agent, and individually as a Lender, and the other Lenders parties thereto, providing for extensions of credit and other financial accommodations to be made to MergerCo by Antares and the other Lenders; and

C. Pursuant to the terms of that certain Security Agreement dated as of August 31, 2004 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”; capitalized terms used but not defined herein have the meanings given such terms in the Security Agreement) between Grantor and Antares, as First Lien Collateral Agent and Second Lien Collateral Agent, Grantor has granted to Grantee for the benefit of Grantee and Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor’s Trademarks, and all proceeds thereof, to secure the payment of the Second Lien Liabilities (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration, and Trademark application owned by Grantor, including, without limitation, the Intellectual Property Applications and Intellectual Property Registrations (together with any reissues, continuations or extensions thereof) relating to Trademarks and referred to in Schedule A annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

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


(3) 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 registration including, without limitation, the Intellectual Property Applications and Intellectual Property Registrations relating to Trademarks and referred to in Schedule A annexed hereto, all Intellectual Property Registrations issued with respect to Intellectual Property Applications referred to in Schedule A and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank; signature page follows.]

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

BECKER-UNDERWOOD, INC., a
Delaware corporation

By: 
Name: Peter Innes
Title: Chief Executive Officer

Schedule A

Trademark Applications

None.

Trademark Registrations

Country	Trademark Description	Registration Number	Date of Registration
United States	SUB-SAHARA	2332670	March 21, 2000
United States	SUB-SAHARA	2338402	April 4, 2000
United States	SEEDKARE	2295594	November 30, 1999

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