

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MEI, Inc.		06/19/2006	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Citibank, N.A., Tokyo Branch
<b>Street Address:</b>	Akasaka Park Building 5F, 2-20 Akasaka 5-chome
<b>City:</b>	Minato-ku, Tokyo
<b>State/Country:</b>	JAPAN
<b>Postal Code:</b>	107-6105
<b>Entity Type:</b>	CORPORATION: JAPAN

**PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark
Registration Number:	1820461	CASHFLOW
Registration Number:	2698100	CASHFLOW
Registration Number:	2469029	CASHGUARD
Registration Number:	1477522	INTELLITRAC
Registration Number:	2830358	MEI FLASHPORT
Registration Number:	1286997	M C 5
Registration Number:	2759318	MEI
Registration Number:	2789405	MEI CASHFLOW
Registration Number:	2795560	MEI
Registration Number:	1873678	MEI
Registration Number:	2805442	MEI EASITRAX
Serial Number:	76332458	MEI SERVICELINX
Serial Number:	76332459	MEI SODECO
Registration Number:	1482258	MEQ

**CH \$440.00 1820461**

Registration Number:	2558838	SODECO
Registration Number:	3070111	SERVICE LINX
Registration Number:	2502757	SERVICE LINX

**CORRESPONDENCE DATA**

Fax Number: (212)878-8375  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-878-8000  
Email: trademark.group@cliffordchance.com  
Correspondent Name: Steven T. Shelton  
Address Line 1: 31 West 52nd Street  
Address Line 2: Clifford Chance US LLP  
Address Line 4: New York, NEW YORK 10019-6131

ATTORNEY DOCKET NUMBER:	100534-00290
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<b>DOMESTIC REPRESENTATIVE</b>	
Name:	
Address Line 1:	
Address Line 2:	
Address Line 3:	
Address Line 4:	

NAME OF SUBMITTER:	Steven T. Shelton
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Signature:	/Steven T. Shelton/
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Date:	06/20/2006
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<b>Total Attachments: 5</b> source=trademar#page1.tif source=trademar#page2.tif source=trademar#page3.tif source=trademar#page4.tif source=trademar#page5.tif	
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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") dated June 19, 2006 is made by MEI, Inc., a Delaware corporation (the "Grantor") in favor of Citibank, N.A., Tokyo Branch, as Security Agent (the "Security Agent") for the Secured Parties (as defined in the Security Agency Agreement referred to below).

WHEREAS, the Grantor (being the successor to a merger by MEI Acquisition Corp. with and into the Grantor) has entered into a Senior Facility Agreement dated as of June 16, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Facility Agreement"), with, among others, Holdings, MEI Conlux Holdings (Japan) Inc., AP6 Co., Ltd., the other Grantors party thereto, the Lenders and the Agents party thereto.

WHEREAS, AP6 Co., Ltd has entered into a Mezzanine Facility Agreement dated as of June 16, 2006 (said Mezzanine Facility Agreement, as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the "Mezzanine Facility Agreement") with, among others, MEI Conlux Holdings (Japan) Inc., the other Grantors party thereto, the Lenders and Agents party thereto.

WHEREAS, the Grantor has entered into a Security Agency Agreement dated as of June 16, 2006 (said Security Agency Agreement, as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the "Security Agency Agreement") with, among others, the Security Agent and other Agents and Lenders party thereto.

WHEREAS, as a condition precedent to the making of Loans (as such term is defined in the Facility Agreement) by the Lenders under the Facility Agreement and Loans (as such term is defined in the Mezzanine Facility Agreement) under the Mezzanine Facility Agreement and the entry into Hedging Agreements by the Hedge Counterparties from time to time Grantor has executed and delivered that certain Security Agreement dated as of June 19, 2006 made by the Grantor to the Security Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Terms defined or used in the Security Agreement and not otherwise defined herein are used herein as defined or used in the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Security Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain Trademarks of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with appropriate governmental authorities in the Required IP Jurisdictions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

Section 1. Grant of Security. Grantor hereby grants to the Security Agent for the ratable benefit of the Secured Parties a continuing security interest in all of Grantor's right, title and interest in and to the following (collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark owned by the Grantor, including, without limitation, each Trademark registration and application therefor, referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of or symbolized by, each Trademark;
- (ii) each exclusive Trademark license to which the Grantor is a party referred to in

Schedule 2 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed by Grantor pursuant thereto;

(iii) all registrations and applications for registration for any of the foregoing, together with all renewals thereof;

(iv) all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto; and

(v) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and Supporting Obligations relating to, any and all of the foregoing, including, without limitation, all Proceeds of and revenues from any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, all proceeds and damages relating thereto.

Notwithstanding any provision of this Trademark Security Agreement to the contrary, the grant of security interest hereunder shall not include any application for a Trademark that would be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest, including, without limitation, all United States Trademark applications that are based on an intent-to-use, unless and until such time that the grant and/or enforcement of the security interest will not affect the status or validity of such Trademark.

Section 2. No Transfer of Grantor's Rights. Except to the extent expressly permitted in the Facility Agreement, the Mezzanine Facility Agreement or the Security Agreement, Grantor agrees not to sell, license, exchange, assign, or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

Section 3. Security for Obligations. The grant of continuing security interest in the Trademark Collateral by Grantor under this Trademark Security Agreement secures the payment of all Secured Obligations.

Section 4. Recordation. Grantor authorizes and requests that all applicable government officers and authorities record this Trademark Security Agreement. For this purpose, any holder of a copy of the present Trademark Security Agreement is granted the necessary power to proceed with said recordals in the name of the Security Agent. The costs of such recordals will be born by the Grantor.

Section 5. Execution in Counterparts. This Trademark Security Agreement may be executed in two counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

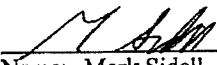
Section 6. Grants, Rights and Remedies. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the IP Jurisdictions. The security interest granted hereby has been granted to the Security Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof and does not modify its terms or conditions or create any additional rights or obligations for any party thereto or hereto. The Security Agreement (and all rights and remedies of the Security Agent thereunder) shall remain in full force and effect in accordance with its terms.

Section 7. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Page Follows.]

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

MEI, INC.

By:   
Name: Mark Sidell  
Title: Secretary

Address for Notices:  
MEI, Inc.  
1301 Wilson Drive  
West Chester, PA 19380-5954

TRADEMARK SECURITY AGREEMENT

TRADEMARK  
REEL: 003334 FRAME: 0791

Schedule 1 to Trademark Security Agreement

**REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS**

Trademark / Design	Country	Classes	Filing Date	Filing No.	Reg. Date	Reg. No.
CASHFLOW	UNITED STATES OF AMERICA	09	04/JUN/1991	74172867	08/FEB/1994	1820461
CASHFLOW & Ribbon Device in b/w	UNITED STATES OF AMERICA	09	17/AUG/1999	75777832	18/MAR/2003	2698100
CASHGUARD	UNITED STATES OF AMERICA	09	25/OCT/1999	75830772	17/JUL/2001	2469029
INTELLITRAC	UNITED STATES OF AMERICA	09	24/JUL/1987	73674333	23/FEB/1988	1477522
MEI FLASHPOINT (Stylized)	UNITED STATES OF AMERICA	09	13/NOV/2000	76164009	06/APR/2004	2830358
MC5	UNITED STATES OF AMERICA	09	29/JUN/1983	73432516	24/JUL/1984	1286997
MEI	UNITED STATES OF AMERICA	09	29/MAR/2000	76012735	02/SEP/2003	2759318
MEI CASHFLOW Alternate Word	UNITED STATES OF AMERICA	09	25/OCT/2001	76332457	02/DEC/2003	2789405
MEI Device	UNITED STATES OF AMERICA	09	25/OCT/2001	76333030	16/DEC/2003	2795560
MEI Device	UNITED STATES OF AMERICA	09	03/NOV/1993	74453937	17/JAN/1995	1873678
MEI EASITRAX Alternate Word	UNITED STATES OF AMERICA	09	24/OCT/2001	76329285	13/JAN/2004	2805442
MEI SERVICELINX Alternate Word	UNITED STATES OF AMERICA	09	25/OCT/2001	76332458		

Trademark / Design	Country	Classes	Filing Date	Filing No.	Reg. Date	Reg. No.
MEI SODECO Alternate Word	UNITED STATES OF AMERICA	09	25/OCT/2001	76332459		
MEQ	UNITED STATES OF AMERICA	09	17/AUG/1987	73678800	29/MAR/1988	1482258
SODECO	UNITED STATES OF AMERICA	09	17/AUG/2001	76301923	09/APR/2002	2558838
SERVICE LINX	UNITED STATES OF AMERICA	9	22-Jan-04	78/355518	21-Mar-06	3070111
SERVICELINX (Stylized)	UNITED STATES OF AMERICA	9	17-Aug-99	75/777831	30-Oct-01	2502757