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
Fort Dearborn Operating Company LLC, Inc.		06/30/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Jefferies Finance LLC
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2524122	VIRTUALGATEWAY

CH $40.00 2524122

CORRESPONDENCE DATA

Fax Number: (212)969-2900
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 969-3000
Email: trademark@proskauer.com
Correspondent Name: Adam D. Siegartel
Address Line 1: 1585 Broadway
Address Line 2: Proskauer Rose LLP
Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	40767-007
NAME OF SUBMITTER:	Adam D. Siegartel
Signature:	/Adam D. Siegartel/

Date:	06/30/2006

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement"), dated as of June 30, 2006, by Fort Dearborn Operating Company LLC, Inc., a Delaware corporation (the "Borrower") and each Guarantor listed on Schedule 1 hereto (collectively, the "Original Guarantors," together with the Borrower, the "Pledgors"), in favor of Jefferies Finance LLC, in its capacity as Collateral Agent pursuant to the Credit Agreement of even date herewith (in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the ratable benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the ratable benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor (collectively, the "Trademark Collateral"):

(a) Trademarks of such Pledgor listed on Schedule 2 attached hereto;

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the full payment and performance of the Secured Obligations, upon written request of the Borrower, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

TRADEMARK
REEL: 003340 FRAME: 0903

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

FORT DEARBORN OPERATING COMPANY LLC, INC.

By: _____
Name: James Ryan Clark
Its: Vice President and Secretary

FORT DEARBORN HOLDINGS, LLC

By: _____
Name: James Ryan Clark
Its: Member of the Management Committee

FORT DEARBORN COMPANY (BRUNSWICK) L.L.C.

By: Fort Dearborn Operating Company LLC, Inc.
Its: Manager

By: _____
Name: James Ryan Clark
Its: Vice President and Secretary

Accepted and Agreed:

JEFFERIES FINANCE LLC,
as Collateral Agent

By: _____
Name:
Title:

TRADEMARK
REEL: 003340 FRAME: 0904

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

ORIGINAL GUARANTORS

NAME	ADDRESS
FORT DEARBORN HOLDINGS, LLC	1500-1530 Morse Avenue, Elk Grove Village, Illinois
FORT DEARBORN COMPANY (BRUNSWICK) L.L.C.	200 Indigo Drive, Brunswick, Georgia

SCHEDULE 2
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION	TITLE
Fort Dearborn Operating Company LLC, Inc.	2,524,122	VIRTUAL GATEWAY

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FORT DEARBORN HOLDINGS, LLC

By: _____
Name: James Ryan Clark
Its: Member of the Management Committee

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Its: Manager

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Accepted and Agreed:

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Name: James Ryan Clark
Its: Member of the Management Committee

FORT DEARBORN COMPANY (BRUNSWICK) L.L.C.

By: Fort Dearborn Operating Company LLC, Inc.
Its: Manager

By: _____
Name: James Ryan Clark
Its: Vice President and Secretary

Accepted and Agreed:

JEFFERIES FINANCE LLC,
as Collateral Agent

By: _____
Name: Carl A. Toriello
Title: Executive Vice President

TRADEMARK
REEL: 003340 FRAME: 0908

FDC HOLDING COMPANY
as Pledgor

By: _____
Name: Timothy G. Haney
Title: Executive Vice President, Treasurer and Chief Financial Officer