

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

8003A-317

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To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Teledex LLC

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Delaware LLC

Citizenship (see guidelines) _____
Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: General Electric Capital
Internal Corporation, as agent

Address: _____
Street Address: 500 W. Monroe

City: Chicago

State: IL

Country: U.S.A. Zip: 60661

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) June 7, 2006

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other Supplement to Trademark Security Agreement

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s)

B. Trademark Registration No. (s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath

Internal Address: Winston & Strawn LLP

Street Address: 35 W. Wacker Dr.

City: Chicago

State: IL Zip: 60601

Phone Number: 312-558-6352

Fax Number: 312-558-5700

Email Address: lkonrath@winston.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 232428
Authorized User Name Laura Konrath

9. Signature:

Laura Konrath
Signature

7/3/06
Date

Total number of pages including cover sheet, attachments, and document: _____

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1450

CH \$115.00 232428 75581563

Continuation
Item #4

**SCHEDULE 1
TO
SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT**

Trademark Registrations:

1. U.S. Trademark Registration No. 2,830,877 for EXPRESSNET, registered April 6, 2004.

Trademark Applications:

1. U.S. Trademark Application Serial No. 75/581,563 for I PHONE, filed March 7, 2005.
2. U.S. Trademark Application Serial No. 78/853,899 for TELEDEX, filed April 4, 2006.
3. U.S. Trademark Application Serial No. 78/853,911 for TELEDEX and Design, filed April 7, 2006

Schedule A

CHI:1664344.2

**TRADEMARK
REEL: 003342 FRAME: 0265**

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SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (this "Supplement"), dated as of June 7, 2006, by Teledex LLC, a Delaware limited liability company ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Administrative Agent for Lenders party to the Credit Agreement described below and as successor to SunTrust Bank in such capacity ("Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of March 6, 2003 by and among Grantor, the Persons named therein as Borrowers, Teledex Corporation, as parent, Administrative Agent (as successor to SunTrust Bank) and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to extend credit for the benefit of Grantor and the other Borrowers party thereto and Grantor and the other Borrowers have agreed to grant a security interest in substantially all of their assets to the Administrative Agent for the benefit of the Lenders;

WHEREAS, Grantor and TT Systems (each also from time to time hereinafter referred to as a "Debtor" and collectively as "Debtors") have entered into that certain Trademark Security Agreement dated as of October 1, 1999 in favor of Administrative Agent recorded at Reel 001983, Frame 0298 with the U.S. Patent and Trademark Office Assignment Division (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Trademark Security Agreement"), pursuant to which Debtors granted a security interest in, among other things, all of their right, title and interest in and to all existing and after acquired trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications including, without limitation, each patent and patent application listed on Schedule 1 attached thereto;

WHEREAS, either Grantor, upon notice to the Administrative Agent, or Administrative Agent is entitled to unilaterally modify the Trademark Security Agreement to amend Schedule 1 thereto to include additional property of Grantor subject to the security interest granted under the Trademark Security Agreement;

WHEREAS, Grantor has obtained rights in the property set forth on Schedule 1 attached hereto, and Grantor, TT Systems and Administrative Agent desire to amend the Trademark Security Agreement with this Supplement to confirm Grantor's grant of a security interest in such property in favor of Administrative Agent for itself and the ratable benefit of Lenders;

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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. In furtherance of, and without limitation on, its obligations under the Trademark Security Agreement, Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(i) trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, trade names, registered trademarks, trademarks applications, service marks, registered service marks and service mark applications listed on Schedule 1 attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements and dilutions thereof, (c) the right to sue or otherwise recover for past, present and future infringements and dilutions thereof, (d) the goodwill of such Grantor's business symbolized by the foregoing and connected therewith and (e) all of such Grantor's rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, registered trademarks and trademark applications, service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(e) above are hereinafter individually and/or collectively referred to as the "Trademarks" it being understood and agreed that the Trademarks assigned hereby include, without limitation, rights and interests pursuant to licensing or other contracts in favor of such Grantor pertaining to the Trademarks, but in the case of third parties which are not Affiliates of Grantor, only to the extent permitted by such licensing or other contracts and, if not so permitted, only with the consent of such third parties); and

(ii) the goodwill of Grantor's business connected with and symbolized by the Trademarks.

Notwithstanding the foregoing, the Trademarks shall not include trademarks or other property or rights referenced in this paragraph 2 which are subject to an agreement or contract that prohibits the granting of a Lien under the Trademark Security Agreement.

3. SCHEDULE 1. Schedule 1 to the Trademark Security Agreement is hereby amended by adding thereto each of the Trademarks set forth on Schedule 1 attached hereto. Except as otherwise set forth specifically herein, the Trademark Security Agreement is hereby reaffirmed in all respects and is in full force and effect on the date hereof.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Supplement and the Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, on behalf of itself and Lenders, pursuant to

the Security Agreement (as defined in the Credit Agreement). Grantor hereby acknowledges and affirms that the rights and remedies of Administrative 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, together with the terms and provisions of the Trademark Security Agreement, are incorporated by reference herein as if fully set forth herein.

[signature page follows]

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

TELEDEX LLC

By: Richard B. Jones
Name: Richard B. Jones
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

TT SYSTEMS LLC

By: Richard B. Jones
Name: Richard B. Jones
Title: Chief Financial Officer

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By: _____
Name: _____
Title: _____

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

TELEDEX LLC

By: _____
Name: Richard B. Jones
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

TT SYSTEMS LLC

By: _____
Name: Richard B. Jones
Title: Chief Financial Officer

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By: *P. Hayes*
Name: *Patrick Hayes*
Title: *Not Authorized Signatory*

ACKNOWLEDGMENT OF GRANTOR
STATE OF CALIFORNIA)

) ss.
COUNTY OF Santa Clara

On this 13th day of June, 2006 before me personally appeared Richard B. Jones, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Teledex LLC, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Cindy Carlotta
{seal}Notary Public



ACKNOWLEDGMENT OF TT SYSTEMS
STATE OF CALIFORNIA)

) ss.
COUNTY OF Santa Clara

On this 13th day of June, 2006 before me personally appeared Richard B. Jones, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of TT Systems LLC, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Cindy Carlotta
{seal}Notary Public



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Schedule A

CHE1664344.2