

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Collateral Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SO ACQUISITION, LLC (n/k/a SCAN-OPTICS, LLC)		08/05/2005	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	PATRIARCH PARTNERS AGENCY SERVICES, LLC
<b>Street Address:</b>	227 West Trade Street, Suite 1400
<b>Internal Address:</b>	C/O Patriarch Partners LLC
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28202
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	946297	SO
Registration Number:	949308	SCAN-OPTICS
Registration Number:	1513353	MENU MANAGER
Registration Number:	2022344	SCANGEN

**CORRESPONDENCE DATA**

**Fax Number:** (202)728-0744  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
**Phone:** 2027216405  
**Email:** christine.wilson@thomson.com  
**Correspondent Name:** Corporation Service Company  
**Address Line 1:** 80 State Street  
**Address Line 2:** 6th Floor  
**Address Line 4:** Albany, NEW YORK 12207

**CH \$115.00 946297**

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	07/11/2006
<b>Total Attachments: 5</b> source=so acquisition - patriarch tm#page2.tif source=so acquisition - patriarch tm#page3.tif source=so acquisition - patriarch tm#page4.tif source=so acquisition - patriarch tm#page5.tif source=so acquisition - patriarch tm#page6.tif	

**TRADEMARK COLLATERAL SECURITY AGREEMENT**

**THIS TRADEMARK COLLATERAL SECURITY AGREEMENT** (this "Assignment"), is made by and between SO ACQUISITION, LLC (n/k/a SCAN-OPTICS, LLC), a Delaware limited liability company ("Grantor"), and PATRIARCH PARTNERS AGENCY SERVICES, LLC, a Delaware limited liability company, as agent (in such capacity, the "Agent") for itself and the Lenders referenced below.

**WHEREAS**, Grantor has adopted, used and is using, and is the sole owner of the marks set forth on Schedule 1 hereof (collectively, the "Marks");

**WHEREAS**, under the terms of, and as a condition precedent to the effectiveness of, that certain Credit Agreement, dated as of August 5, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Grantor, as borrower thereunder, the subsidiaries of the Borrower from time to time guarantors thereto, and the financial institutions from time to time lenders thereunder (collectively, the "Lenders"), and Agent, the Grantor entered into the Security Agreement dated as of even date therewith (the "Security Agreement");

**WHEREAS**, to secure the due and prompt payment and performance of the Obligations (as defined in the Security Agreement), Grantor pledged, assigned, hypothecated and transferred, and granted to the Agent, for itself and for the benefit of the Lenders, a continuing security interest in all of the Grantor's right, title and interest in certain collateral, including the Marks; and

**WHEREAS**, it is the purpose of this document to memorialize the aforementioned security interest in a form suitable for recordation in the United States Patent and Trademark Office;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective as of the date of the Credit Agreement set forth above, to secure the due and prompt payment and performance of the Obligations, Grantor hereby pledges, assigns, hypothecates and transfers, and grants to the Agent, for itself and for the

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benefit of the Lenders, a continuing security interest and lien in and to the Marks and all registrations and applications for registrations of the Marks, including the registrations and applications identified on Schedule 1, together with the goodwill of the business symbolized by the Marks and together with all of Grantor's right to sue and recover for infringement of the Marks, free and clear of all liens, claims, charges, security interests, and other interests or encumbrances.

IN WITNESS WHEREOF, this Assignment has been duly executed, sealed and delivered by an authorized officer of the Grantor.

SO ACQUISITION, LLC

By: \_\_\_\_\_

Name: Paul M Yantus

Title: Chief Executive Officer

STATE OF CONNECTICUT )

) ss.:

COUNTY OF Hartford )

On this the 5<sup>th</sup> day of AUGUST, 2005, before me, personally appeared Paul Miantus who, being by me duly sworn, did depose and say that she/he is the Chief Executive Officer of SO Acquisition LLC, the corporation described in and which executed the above instrument, and that she/he as such Chief Executive Officer being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself/himself as Chief Executive Officer and attorney-in-fact.

IN WITNESS WHEREOF, I hereunto set my hand.

Armani Dajca  
Commissioner of Superior Court/Notary Public

My Commission Expires: 4/30/2010  
Armani Dajca #108789

SCHEDULE 1  
TO  
TRADEMARK COLLATERAL SECURITY AGREEMENT

Registrations - -

United States Patent and Trademark Office

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
SO	946,297	10/31/1972
SCAN-OPTICS	949,308	12/26/1972
MENU MANAGER	1,513,353	11/22/1988
SCANGEN	2,022,344	12/10/1996

Pending Applications - -

United States Patent and Trademark Office

<u>Trademark or Service Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
None		

(SCHEDULE 1 CONTINUED)

Foreign Trademarks and Trademark Registration

<u>Country/ Reference</u>	<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
<u>CANADA</u>			
SOI/T01/9/CA	SO & Design	191,952	06/22/1973
SOI/T02/9/CA	SCAN-OPTICS	193,821	09/07/1973
<u>JAPAN</u>			
SOI/T01/9/JP	SO & Design	1,225,188	10/07/1976
<u>ITALY</u>			
SOI/T01A/9/IT	SO & Design	T091C001933	09/12/1991
SOI/T02A/9/IT	SCAN-OPTICS	T091C001939	09/12/1991