

**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>
Safetran Systems Corporation		07/13/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Deutsche Bank AG, London Branch		
<b>Street Address:</b>	1 Great Winchester Street		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	EC2N 2DB		
<b>Entity Type:</b>	CORPORATION: GERMANY		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	73016482	S SAFETRAN SYSTEMS CORPORATION	
<b>Serial Number:</b>	74582215	SAFETRAN	
<b>Serial Number:</b>	74582213	SAFETRAN SYSTEMS	
<b>Serial Number:</b>	74582219	S3/LINK	
<b>Serial Number:</b>	75817418	GEO	
<b>Serial Number:</b>	78665386	S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)227-4420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	6172390632		
<b>Email:</b>	agrandy@eapdlaw.com		
<b>Correspondent Name:</b>	Adam M. Grandy		
<b>Address Line 1:</b>	111 Huntington Avenue		
<b>Address Line 2:</b>	Edwards Angell Palmer & Dodge LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02135		

**CH \$165.00 73016482**

ATTORNEY DOCKET NUMBER:

300045-1

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Adam M. Grandy

Signature:

/Adam M. Grandy/

Date:

07/13/2006

Total Attachments: 5

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# CHEESWRIGHTS NOTARIES PUBLIC

N P Ready  
R M Campbell  
J B Burgess  
E Gardiner  
A J Claudet  
I A Rogers

TO ALL TO WHOM THESE PRESENTS SHALL COME, I RUTH MARGARET CAMPBELL of the City of London NOTARY PUBLIC by royal authority duly admitted and sworn DO HEREBY CERTIFY the genuineness of the signature of WILLIAM EDWARD SPINNEY subscribed to the document hereunto annexed, such signature having been subscribed in my presence by the said William Edward Spinney, vice president of the corporation styled SAFETRAN SYSTEMS CORPORATION incorporated in Delaware, the United States of America;

AND I DO FURTHER CERTIFY the genuineness of the signatures of CRAIG GREGORY ROBERT HOEPFL and MARIA DE LELLIS also subscribed to the said annexed document, such signatures having been also subscribed in my presence by the said Craig Gregory Robert Hoepfl and Maria de Lellis, together duly authorised signatories of the corporation styled DEUTSCHE BANK AKTIENGESELLSCHAFT, incorporated in the Federal Republic of Germany and having a branch London, England.

IN FAITH AND TESTIMONY WHEREOF I the said notary have subscribed my name and set and affixed my seal of office at London aforesaid this thirteenth day of July in the year two thousand and six.



*Ruth M. Campbell*

My Commission Expires with Life

E-mail : [notary@cheeswrights.co.uk](mailto:notary@cheeswrights.co.uk)

[www.cheeswrights.co.uk](http://www.cheeswrights.co.uk)

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REEL: 003347 FRAME: 0721

## TRADEMARK SECURITY AGREEMENT

### WHEREAS:

- (A) Safetran Systems Corporation (the **Grantor**), a Delaware corporation whose registered address is located at Safetran Systems, 2400 Nelson Miller Parkway, Louisville, KY 40223, is the owner and user of the United States registered trademarks and/or the owner of the trademark applications listed on the attached Schedule A (collectively, the **Trademarks**);
- (B) The Grantor has entered into:
- (1) that certain Common Pledge and Security Agreement dated June 13, 2006 (as amended, modified and supplemented from time to time, the **Pledge and Security Agreement**) made between, amongst others, the Grantor and Deutsche Bank AG London Branch, as security agent (the **Security Agent**) for and on behalf of the Secured Creditors (as defined in the Pledge and Security Agreement), pursuant to which the Grantor has granted to the Security Agent for the benefit of the Secured Creditors a security interest in, among other things, the Trademarks; and
  - (2) that certain Credit Facilities Agreement dated as of May 25, 2006 (as amended, modified and supplemented from time to time, the **Credit Agreement**) made between, amongst others, the Grantor, as guarantor, HSBC Bank plc and the Security Agent.
- (C) The parties to the Pledge and Security Agreement and the Credit Agreement contemplate and intend that, if a Declared Default (as defined in the Pledge and Security Agreement) shall occur, the Security Agent, for the benefit of the Secured Creditors, shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, the right, to exercise its remedies under the Pledge and Security Agreement and the Credit Agreement in connection with all of the Grantor's right, title and interest in the Trademark Collateral;

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

### *Section 1. Defined Terms*

Unless otherwise defined herein, the terms defined in this Trademark Security Agreement have the meanings defined in the Pledge and Security Agreement (including by reference).

### *Section 2. Grant of Security Interest in Trademark Collateral*

The Grantor hereby reconfirms the terms of the Pledge and Security Agreement and the Credit Agreement. The Grantor further hereby pledges and mortgages to the Security Agent, and grants to the Security Agent, for the benefit of the Secured Creditors, a security interest in, all of the Grantor's right, title and interest in to and under the following collateral of the Grantor (the **Trademark Collateral**):

- (a) the Trademarks;
- (b) the good will of the business symbolized by the Trademarks;
- (c) the registrations and/or applications for registration of the Trademarks; and
- (d) all of the Grantor's rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Trademarks.

***Section 3. Pledge and Security Agreement and Credit Agreement***

This Trademark Security Agreement has been entered into in connection with the Pledge and Security Agreement and the Credit Agreement, and the Grantor and the Security Agent each hereby acknowledges and affirms that the pledge, mortgage and grant of security interest hereunder to, and the rights and remedies of the Security Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement and the Credit Agreement, the terms and provisions of which are incorporated herein by reference. The pledge and mortgage of, and grant of security interest in, the Trademark Collateral by the Grantor, secures the payment of all Secured Liabilities (as defined in the Pledge and Security Agreement) now or hereafter existing and is granted in conjunction with the security interest granted to the Security Agent pursuant to the Pledge and Security Agreement and the Credit Agreement.

The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Trademark Security Agreement.

***Section 4: Governing Law***

This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

***Section 5. Counterparts***

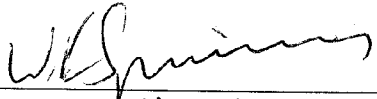
This Trademark Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, each of the Grantor and the Security Agent have caused this Trademark Security Agreement to be duly executed as a sealed instrument and delivered by its officer thereunto duly authorized as of the 13<sup>th</sup> day of July, 2006.

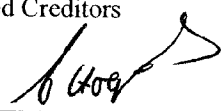

**Grantor**

SAFETRAN SYSTEMS CORPORATION

By:   
Name: WILLIAM SPINNEY  
Title: VICE-PRESIDENT

**Security Agent**

DEUTSCHE BANK AG, LONDON BRANCH,  
as Security Agent for and on behalf of the  
Secured Creditors

By:    
Name: C. HOEPL M. DELELLIS  
Title: AVP VP

SCHEDULE A

SAFETRAN SYSTEMS CORPORATION

TRADEMARKS AND TRADEMARK APPLICATIONS

Item Number	Trademark	Registration Number/ Application Number	Filing Date	Registration/Expiration Date	Country
1.	SAFETRAN	1,019,276/73-016,482	20 March 74	05 September 75	US
2.	SAFETRAN	1,987,958/74-582,215	03 October 94	23 July 96	US
3.	SAFETRAN SYSTEMS	1,992,451/74-582,213	03 October 94	13 August 96	US
4.	S3/LINK STYLIZED LETTERS	2,053,153/74-582,219	03 October 94	15 April 97	US
5.	GEO	2,513,278/75-817,418	08 October 99	27 November 01	US
6.	STYLIZED S (Safetran)	Appl. No. 78/665386	07 July 05		US