

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pent Technologies, Inc.		07/20/2006	CORPORATION:
Dekko Technologies, LLC		07/20/2006	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	Dymas Funding Company, LLC, as agent
Street Address:	One North Franklin Street
Internal Address:	35th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1767316	LA
Registration Number:	1811923	LYALL
Registration Number:	1945143	GROUP DEKKO
Registration Number:	1969304	GD
Registration Number:	1946394	G D GROUP DEKKO
Registration Number:	2695128	CONNECT BY PENT
Registration Number:	2674454	POWER BY PENT
Registration Number:	2303591	VERSACABLE

CORRESPONDENCE DATA

Fax Number: (212)593-5955
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

CH \$215.00 1767316

Phone: 212-756-2388
Email: daniel.angel@srz.com
Correspondent Name: Daniel Angel, Esq.
Address Line 1: 919 Third Avenue
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	018457.0015
NAME OF SUBMITTER:	Daniel Angel, Esq. (018457.0015)
Signature:	/kc for da/
Date:	07/21/2006

Total Attachments: 10

source=Dymas Trademark Security Agreement#page1.tif
source=Dymas Trademark Security Agreement#page2.tif
source=Dymas Trademark Security Agreement#page3.tif
source=Dymas Trademark Security Agreement#page4.tif
source=Dymas Trademark Security Agreement#page5.tif
source=Dymas Trademark Security Agreement#page6.tif
source=Dymas Trademark Security Agreement#page7.tif
source=Dymas Trademark Security Agreement#page8.tif
source=Dymas Trademark Security Agreement#page9.tif
source=Dymas Trademark Security Agreement#page10.tif

TRADEMARK SECURITY AGREEMENT

dated as of

July 20, 2006,

by and between

**PENT TECHNOLOGIES, INC.
and
DEKKO TECHNOLOGIES, LLC**

as Borrowers

and

DYMAS FUNDING COMPANY, LLC

as Secured Party

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of July 20, 2006, is made by and among PENT TECHNOLOGIES, INC., an Indiana corporation ("PTI"), DEKKO TECHNOLOGIES, LLC, a Delaware limited liability company (together with PTI, the "Borrowers"), and DYMAS FUNDING COMPANY, LLC (herein in such capacity, together with its successors and permitted assigns, the "Secured Party").

WHEREAS, the Borrowers have entered into the Second Lien Credit Agreement, dated as of July 20, 2006 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the persons named therein as Loan Parties, the persons named therein as Lenders, and the Secured Party, as administrative agent for the Lenders providing, subject to the terms and conditions thereof, for certain Loans to be made available by the Lenders to the Borrowers from time to time.

WHEREAS, to induce the Secured Party and the Lenders to enter into the Credit Agreement with the Borrowers and to make Loans and other credit facilities available thereunder, the Borrowers have agreed to execute and deliver this Agreement and to grant a security interest in the Collateral (as hereinafter defined) as security for (i) any and all obligations of the Loan Parties in respect of the Loans and other credit facilities made available under the Credit Agreement and the other Loan Documents, and any other note or notes from time to time evidencing such Loans and (ii) any and all other amounts from time to time payable by the Loan Parties to the Lenders or the Secured Party under the Credit Agreement and the other Loan Documents (the obligations described in clauses (i) and (ii) being herein collectively referred to as the "Secured Obligations").

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make Loans and other credit facilities available to the Borrowers pursuant to the Credit Agreement, the parties hereto hereby agree as follows:

1. Certain Definitions. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement or the Security Agreement (as defined in the Credit Agreement).

2. Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, each Borrower hereby grants to the Secured Party, for the ratable benefit of the Lenders and other holders of the Secured Obligations, a security interest in, a general lien upon and/or a right of set-off against (whether now or hereafter owned by such Borrower and whether acquired in the United States or elsewhere in the world) all right, title and interest of such Borrower in and to the following (hereafter collectively called the "Collateral"):

a. Trademarks

i. all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

ii. all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement; provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely

during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law);

iii. all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

iv. all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

v. all registrations and recordings with respect to any of the foregoing;

vi. all reissues, extensions and renewals of any of the foregoing;

vii. all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by such Borrower in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data;

viii. all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

ix. all rights to sue for past, present or future infringements of any of the foregoing;

x. all goodwill related to any of the foregoing;

xi. to the extent not included above, all general intangibles (as such terms is defined in the Uniform Commercial Code of the State of New York) of such Borrower related to the foregoing; and

xii. all proceeds of any and all of the foregoing;

whether now existing or hereafter created or acquired, as to all items listed in paragraph 1.a.i-xii above, provided that the Collateral shall not include any Excluded Assets, as such term is defined in the Security Agreement.

3. Grant of License to Use Intangibles. For the purpose of enabling the Secured Party to exercise rights and remedies under the Security Agreement after the occurrence and during the continuation of an Event of Default (as defined in the Credit Agreement) and for no other purpose, each Borrower hereby grants to the Secured Party an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to such Borrower) to use, assign, license or sublicense, to the extent such Borrower has sublicensable rights under a license or sublicense, any of the Collateral, whether

now owned or hereafter acquired by such Borrower, and wherever the same may be located, including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout thereof; *provided, however*, that the foregoing shall not apply to any of such Borrower's rights in the Collateral that are (i) prohibited from being so licensed from applicable pre-existing contractual obligations (until such time as any such obligations terminate), (ii) not wholly owned by such Borrower (and not by any third parties) or (iii) prohibited by law from being so licensed (until such time as such law is rescinded or repealed).

4. Notices. All notices or other communications hereunder shall be given in the form, manner and delivered to the addresses determined under Section 9.01 of the Credit Agreement.

5. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

6. No Waiver; Cumulative Remedies. The Secured Party shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder, and no waiver shall be valid unless in writing, signed by the Secured Party, and then only to the extent therein set forth. A waiver by the Secured Party or any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Secured Party would otherwise have had on any future occasion. No failure to exercise nor any delay in exercising on the part of the Secured Party any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law.

7. Waivers; Amendments. This Agreement may not be waived, altered, modified or amended except by an instrument in writing executed by the parties hereto.

8. Limitations by Law. All rights, remedies and powers provided by this Agreement and the Security Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law, and all such provisions of this Agreement and the Security Agreement are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this Agreement invalid, unenforceable in whole or in part, or not entitled to be recorded, registered or filed under the provision of any applicable law.

9. Successors and Assigns. This Agreement shall be binding upon the Borrowers and the Secured Party and their respective successors and permitted assigns and shall inure to the benefit of the Borrowers, the Secured Party and the Lenders and their respective successors and permitted assigns, and nothing herein or in the Credit Agreement or any other Loan Document is intended or shall be construed to give any other person any right, remedy or claim under, to or in respect of this Agreement, the Credit Agreement or any other Loan Document.

10. Termination. The Secured Party agrees that upon the termination or expiration of the Credit Agreement and the Loan Documents and the payment in full of all the Secured Obligations (other than contingent indemnity obligations), the Secured Party will, if and when there are no remaining Commitments, upon the request and at the expense of the Borrowers, execute those documents reasonably requested by the Borrowers to release the security interests created hereby.

11. Reference to Separate Security Agreement. This Agreement has been entered into by the Borrowers and the Secured Party primarily for recording purposes as contemplated by the Security Agreement, dated as of the date hereof, between the Borrowers and the Secured Party, as secured party for the benefit of the Lenders and other holders of Secured Obligations (as defined therein), the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

12. Applicable Law. This Agreement shall be governed by, and be construed and interpreted in accordance with the internal substantive laws and not the law of conflicts of the State of New York (other than Section 5-1401 of the General Obligations Law thereof), but giving effect to federal laws applicable to national banks.

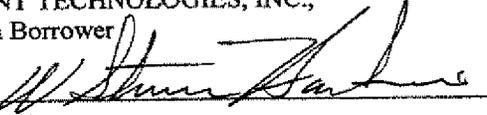
13. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally effective as delivery of a manually executed counterpart of this Agreement.

14. Jury Trial Waiver. THE BORROWERS AND THE SECURED PARTY EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN THE SECURED PARTY AND THE BORROWERS ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT, THE OTHER LOAN DOCUMENTS OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED THERETO.

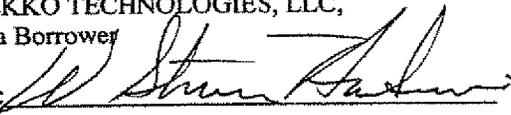
[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

PENT TECHNOLOGIES, INC.,
as a Borrower

By: 
Name: _____
Title: _____

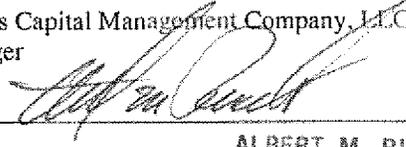
DEKKO TECHNOLOGIES, LLC,
as a Borrower

By: 
Name: _____
Title: _____

Second Lien:
Trademark Security Agreement

DYMAS FUNDING COMPANY, LLC
as Secured Party

By: Dymas Capital Management Company, LLC
Its: Manager

By: 
Name: ALBERT M. RICCHIO
Title: Managing Director MANAGING DIRECTOR

Second Lien:
Trademark Security Agreement

TRADEMARK
REEL: 003352 FRAME: 0471

**Schedule A
to
Trademark Security Agreement**

See attached.

10186799 2

Dekko Technologies, Inc.
EXHIBIT A

to the
TRADEMARK SECURITY AGREEMENT
Registered Trademarks

Trademark Title	Issue Date	Trademark Number	Notes
LA and Design	04/27/83	1,767,316	
LYALL	12/21/83	1,811,923	
Owned by Group Dekko Services LLC	01/02/98	1,945,143	
Trademark - Group Dekko	04/23/98	1,989,304	
Trademark - GD	01/09/96	1,946,394	
Trademark - GD Group Dekko			

IP Files
5/18/06

Pent Technologies, Inc.
EXHIBIT A

to the

TRADEMARK SECURITY AGREEMENT
Registered Trademarks

Trademark Title	Issue Date	Trademark Number
CONNECT BY PENT	03/11/03	2,895,128
POWER BY PENT	01/14/03	2,674,454
VERSACABLE	12/28/99	2,303,591
Owned by Group Dekko Services LLC	01/02/96	1,945,143
Trademark - Group Dekko	04/23/96	1,968,304
Trademark - GD	01/09/96	1,946,394
Trademark - GD Group Dekko		

IP Files
5/24/06