

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NST Acquisition, LLC		07/17/2006	LIMITED LIABILITY COMPANY: DELAWARE
NSO Acquisition, LLC		07/17/2006	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CapitalSource Finance, LLC		
<b>Street Address:</b>	4445 Willard Avenue		
<b>Internal Address:</b>	12th Floor		
<b>City:</b>	Chevy Chase		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20815		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	76652888	BRECKWELL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(214)758-1550		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2147581500		
<b>Email:</b>	estafford@pattonboggs.com		
<b>Correspondent Name:</b>	Darren W. Collins		
<b>Address Line 1:</b>	2001 Ross Avenue; Suite 3000		
<b>Address Line 2:</b>	Patton Boggs LLP		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	013043.0406		
<b>NAME OF SUBMITTER:</b>	Darren W. Collins		

OP \$40.00 76652888

Signature:	/Darren W. Collins/
Date:	07/27/2006
<p><b>Total Attachments: 16</b></p> <p>source=IP Security Agreement#page1.tif source=IP Security Agreement#page2.tif source=IP Security Agreement#page3.tif source=IP Security Agreement#page4.tif source=IP Security Agreement#page5.tif source=IP Security Agreement#page6.tif source=IP Security Agreement#page7.tif source=IP Security Agreement#page8.tif source=IP Security Agreement#page9.tif source=IP Security Agreement#page10.tif source=IP Security Agreement#page11.tif source=IP Security Agreement#page12.tif source=IP Security Agreement#page13.tif source=IP Security Agreement#page14.tif source=IP Security Agreement#page15.tif source=IP Security Agreement#page16.tif</p>	

## **INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Intellectual Property Security Agreement (as amended, supplemented or otherwise modified from time to time, this "**IP Security Agreement**") is made and effective as of July 17, 2006, by NST ACQUISITION, LLC, a Delaware limited liability company, and NSO ACQUISITION, LLC, a Delaware limited liability company (including any of their respective successors or permitted assignees, individually and collectively, jointly and severally, "**Grantor**"), in favor of CAPITALSOURCE FINANCE LLC, a Delaware limited liability company, as agent for the Lenders (as defined in the Credit Agreement (as defined below)) (in such capacity, the "**Agent**"). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Credit Agreement.

### **RECITALS**

**WHEREAS**, pursuant to that certain Credit Agreement, dated as of the date hereof, by and among Grantor, certain other Credit Parties, the Agent, the Lenders and certain other parties thereto (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), the Lenders have agreed, subject to the terms and conditions set forth therein, to lend to Grantor certain amounts pursuant to the credit facilities set forth therein (collectively, the "**Loans**"); and

**WHEREAS**, it is a condition precedent to the obligation of the Agent and the Lenders to execute and perform under the Credit Agreement that Grantor shall have executed and delivered this IP Security Agreement to the Agent, for the ratable benefit of the Lenders;

**NOW, THEREFORE**, in consideration of the willingness of the Agent and the Lenders to enter into the Credit Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans to Grantor pursuant thereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Grant of Security Interest.** To secure Grantor's prompt and complete payment and the performance of all of Grantor's Obligations under the Credit Agreement, Grantor hereby grants to Agent, for the ratable benefit of the Lenders, a continuing security interest in all of the right, title and interest of Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any Intellectual Property for which the granting of a security interest therein would terminate, invalidate, void, cancel, degrade or abandon such Intellectual Property (all such non-excluded collateral, the "**IP Collateral**"):

(a) All of the following now owned or hereafter adopted or acquired by Grantor: (i) all copyright rights in any work subject to copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or

any other country or any political subdivision thereof, including those set forth on Schedule A attached hereto, and (ii) all reissues, extensions or renewals thereof (collectively, the “**Copyrights**”);

(b) All of the following in which Grantor now holds or hereafter acquires any interest: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all provisional applications or applications for letters patent of the United States or of any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or any other country, including those set forth on Schedule B attached hereto, and (ii) all reissues, re-examinations, continuations, continuations-in-part or extensions thereof (collectively, the “**Patents**”);

(c) All of the following now owned or hereafter adopted or acquired by Grantor: (i) all trademarks (whether registered or unregistered), trade names, trade styles, service marks, logos (whether registered or unregistered), all registrations and recordings thereof, and all applications (other than intent-to-use applications) in connection therewith, including registrations, recordings and applications (other than intent-to-use applications) in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, including those set forth on Schedule C attached hereto, (ii) all reissues, extensions or renewals thereof, and (iii) all goodwill associated with or symbolized by any of the foregoing (collectively, the “**Trademarks**”);

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the “Domain Names”);

(e) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(f) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissues and replacements of any of the foregoing; and

(g) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks file and record this IP Security Agreement in order to publicly reflect the interests of the Agent and the Lenders in the IP Collateral.

3. License. For the purpose of enabling Agent to exercise rights and remedies under Section 7 of the Security Agreement solely at and during such time as Agent shall be lawfully entitled to exercise such rights and remedies after the occurrence and during the continuance of

an Event of Default, Grantor hereby grants to Agent, for the benefit of the Lender Parties, an irrevocable (until the Termination Date), nonexclusive license (exercisable without payment of royalty or other compensation to Grantor) to use, license or sublicense any Intellectual Property now owned or hereafter acquired by Grantor, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all Software and programs used for the compilation or printout thereof. Agent hereby agrees it will not use, license or sublicense any of Grantor's Intellectual Property in a manner that could dilute, weaken, invalidate or otherwise void such Intellectual Property (including the IP Collateral).

4. Power of Attorney. Grantor hereby irrevocably grants to the Agent, for the ratable benefit of the Lenders, a power of attorney, to, after the occurrence and during the continuance of an Event of Default, act as such Grantor's attorney-in-fact, with full authority in the name, place and stead of such Grantor, from time to time in the Agent's Permitted Discretion, to take any action and to execute any instrument that the Agent may deem necessary to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in the Permitted Discretion of the Agent and the Lenders without first obtaining Grantor's approval thereof or signature thereto) Schedule A, Schedule B, Schedule C and Schedule D hereof, as appropriate, to include references to any registered Intellectual Property (or application or license therefor) acquired by Grantor after the execution hereof or to delete any reference to any IP Collateral in which Grantor no longer has or claims any right, title or interest;

(b) To execute, file and pursue (in the Permitted Discretion of the Agent and the Lenders without first obtaining Grantor's approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect the Agent's interest or Grantor's rights in the IP Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any necessary documents in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise (in the case of each of clause (i) and clause (ii) above, to the extent Grantor fails to do so within ten (10) Business Days after Agent's request, unless such delay would prejudice any interest or right of Grantor or Agent);

(c) To execute any document required to acknowledge, register or perfect the interest of the Agent and the Lenders in any part of the IP Collateral without the signature of Grantor unless prohibited by applicable law; and

(d) To (i) endorse Grantor's name on all applications, documents, papers and instruments necessary for Agent in the use of the IP Collateral, (ii) take any other actions with respect to the IP Collateral as Agent deems in its Permitted Discretion to be in the

best interest of Agent, (iii) grant or issue any non-exclusive license under the IP Collateral to anyone or (iv) assign or pledge the IP Collateral to anyone.

The foregoing power of attorney is coupled with an interest and is irrevocable until the Termination Date.

5. Release. The security interests granted herein will terminate (and all rights to the IP Collateral will revert to Grantor) in accordance with the provisions of Section 12.3 of the Credit Agreement. Upon any such termination, the Agent (at the Grantor's request and sole expense) will promptly execute and deliver to Grantor (with such customary representations and warranties from a secured lender releasing its lien as Grantor may reasonably request) such documents as the Grantor may reasonably request and as are provided to the Agent to evidence such termination.

6. Newly Registered Copyrights, Patents and Trademarks. Grantor hereby agrees to provide the Agent, for the ratable benefit of the Lenders, together with each delivery of financial statements for the fiscal quarters ending June 30 and December 31 of each year, a schedule of newly registered Copyrights, Patents and Trademarks (if any).

7. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to the Agent, for the ratable benefit of the Lenders, under the Security Agreement. The rights and remedies of Grantor and the Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Security Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Credit Agreement or the other Loan Documents, the provisions of the Credit Agreement or the other Loan Documents shall govern.

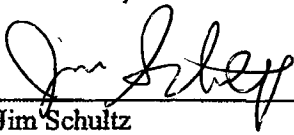
(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

*[Remainder of Page Intentionally Blank; Signature Page Follows]*

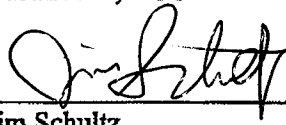
**IN WITNESS WHEREOF**, the parties hereto have executed this IP Security Agreement as of the date first written above.

**GRANTOR:**

**NST ACQUISITION, LLC**

By:   
Jim Schultz  
Chief Executive Officer

**NSO ACQUISITION, LLC**

By:   
Jim Schultz  
Chief Executive Officer

**AGENT:**

**CAPITALSOURCE FINANCE LLC**

By: 

Name:

Title:

John N. Toufanian  
Authorized Signatory



ACKNOWLEDGMENT

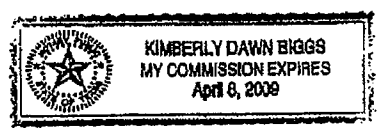
STATE OF Texas )

) :SS

COUNTY OF Tarrant )

On July 17, 2006, before me, personally appeared Jim Schultz, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person or entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



Kimberly Biggs  
Notary Public:

My Commission expires:

STATE OF Texas )

) :SS

COUNTY OF Tarrant )

On July 17, 2006, before me, personally appeared Jim Schultz, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person or entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



Kimberly Biggs  
Notary Public:

My Commission expires:

**ACKNOWLEDGMENT**

STATE OF MARYLAND :

: SS

COUNTY OF MONTGOMERY :

Before me, the undersigned, a Notary Public, on this 13 day of July, 2006, personally appeared John Tofanian to me known personally, who, being by me duly sworn, did say that he is the Authorized Signatory of CapitalSource Finance LLC, as Agent, and that said Intellectual Property Security Agreement was signed on behalf of said Agent, and the said Authorized Signatory acknowledged said instrument to be his free act and deed.



Notary Public

My Commission Expires: 3/30/09



**SCHEDULE A**

**COPYRIGHT COLLATERAL**

1. None.



**SCHEDULE B**

**PATENT COLLATERAL**

1. None.



**SCHEDULE C**

**TRADEMARK COLLATERAL**

Registered Trademarks

1. None.

Pending Trademark Application

<b>Country</b>	<b>Trademark</b>	<b>Appln. Date</b>	<b>Appln. No.</b>	<b>Class</b>
United States	BRECKWELL	12/30/2005	76652888	11



**TRADEMARK**  
**REEL: 003356 FRAME: 0520**

## **SCHEDULE D**

### **DOMAIN NAMES**

1. [www.breckwell.com](http://www.breckwell.com)