

07-03-2006

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



REC
TRADEMARK
103267353

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

6-23-06

1. Name of conveying party(ies):

ARGIT INTERNATIONAL MARKETING, INC.

- Individual(s)
- General Partnership
- Corporation- State: NEW JERSEY, U.S.A.
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) JUNE 26, 2006

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: WELLS FARGO BANK, NATIONAL ASSOCIATION,
 Internal Address: _____
 Address: _____
 Street Address: 1700 LINCOLN STREET, 3RD FLOOR
 City: DENVER
 State: COLORADO
 Country: USA Zip: 80203-4500

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other national bank Citizenship USA

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)

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

A. Trademark Application No.(s)
73/435752

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):

9007

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

Name: MARK S. RATTNER, ESQ.
 Internal Address: RIKER, DANZIG, SCHERER, HYLAND & PERRETTI LLP
 Street Address: ONE SPEEDWELL AVENUE
P.O. BOX 1981
 City: MORRISTOWN
 State: NEW JERSEY Zip: 07962-1981
 Phone Number: 973-451-8493
 Fax Number: 973-451-8716
 Email Address: MRATTNER@RIKER.COM

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- 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 500444
 Authorized User Name MARK S. RATTNER

73435752
00000037 500444
40.00 DA

9. Signature:

Mark S. Rattner
Signature

JUNE 27, 2006
Date

MARK S. RATTNER, ESQ.
Name of Person Signing

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 1450, Alexandria, VA 22313-1450

06/30/2006 HJMM1
01 FEB 05 21

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 26th day of June, 2006 by Argit International Marketing, Inc., a New Jersey corporation ("Grantor") in favor of Wells Fargo Bank, National Association, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

W I T N E S S E T H

WHEREAS, Grantor and Grantee are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith between Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:


(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;
and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

[Signatures on Next Page]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

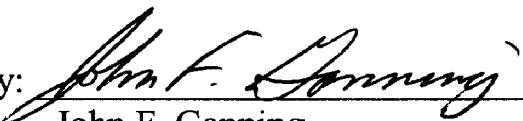
ARGIT INTERNATIONAL MARKETING, INC.

By: 

Neal H. Schuman
President

Agreed and Accepted
As of the Date First Written Above

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, as Administrative Agent

By: 

John F. Ganning
Vice President

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration/ Serial No.</u>	<u>Registration Date/ Filing Date</u>	<u>Client</u>
ARGITONI	1,312,496 73/435752	January 1, 1985	Argit International Marketing, Inc.