

**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>
INNOVA FINANCE, LLC		08/02/2006	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	THE CIT GROUP/BUSINESS CREDIT, INC., as Agent,		
<b>Street Address:</b>	5420 LBJ Freeway		
<b>Internal Address:</b>	Suite 200		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75240		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2930665	INNOVA	
<b>Serial Number:</b>	78306952	INNOVA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(214)661-4691		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	214.953.6500		
<b>Email:</b>	b.k.drinkwater@bakerbotts.com		
<b>Correspondent Name:</b>	B. K. Drinkwater, c/o Baker Botts L.L.P.		
<b>Address Line 1:</b>	2001 Ross Avenue		
<b>Address Line 2:</b>	Suite 600		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	020888.0144		
<b>NAME OF SUBMITTER:</b>	B. K. Drinkwater		

CH \$65.00 2930665

Signature:

/B. K. Drinkwater/

Date:

08/11/2006

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

WHEREAS, Innova Finance, LLC, a Delaware limited liability company (herein called "Grantor"), owns certain "Trademarks" (as defined below); and

WHEREAS, Grantor, certain affiliates of Grantor, the Lenders from time to time party thereto, and The CIT Group/Business Credit, Inc., as Agent for the Lenders (herein, together with its successors and assigns, called "Grantee") are parties to a Financing Agreement dated as of August 10, 2006 (herein, as from time to time amended, supplemented, or restated, called the "Financing Agreement"; capitalized terms used but not defined herein shall have the meanings given them in the Financing Agreement); and

WHEREAS, pursuant to the terms of the Financing Agreement, Grantor has granted to Grantee for the benefit of Grantee and the Lenders a continuing security interest in various assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined herein) whether now owned or existing or hereafter acquired or arising, to secure the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to additionally secure such Obligations, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under 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 acquired or arising:

- (a) each Trademark in which Grantor has any interest, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark; and
- (b) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark, or for injury to the goodwill associated with any of the foregoing.

As used herein:

"Trademarks" means all of the following: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, brand names, trade dress, prints and labels on which any of the foregoing have appeared or appear, package and other designs, and any other source or business identifiers, and general intangibles of like nature, and the rights in any of the foregoing which arise under applicable law, (b) the goodwill of the business symbolized thereby or associated with each of them, (c) all registrations and applications in connection therewith, including registrations and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or other country, or any political subdivision thereof, including those described in Schedule 1 hereto, (d) all reissues, extensions and renewals thereof, (e) all claims for, and rights to sue for, past or future infringements of any of the foregoing, and (f) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in Grantee's discretion, so long as any Event of Default has occurred and is continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any

and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly allowed in the Financing Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the foregoing Trademark Collateral. Notwithstanding the foregoing, unless expressly stated in the Financing Agreement, Grantor shall not have an affirmative duty to register or protect any of the Trademark Collateral.

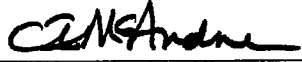
This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Financing Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Financing Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement shall be governed by and construed in accordance with the laws of the State of New York except to the extent that the perfection and the effect of perfection or non-perfection of the security interest created hereunder, in respect of any particular Trademark Collateral, are governed by the laws of a jurisdiction other than such State.

*[Remainder of Page Intentionally Left Blank; Signature Pages Follow]*

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the \_\_\_ day of August, 2006.

INNOVA FINANCE, LLC

By:   
Name: Charles McAndrew  
Title: Manager

Acknowledged:

THE CIT GROUP/BUSINESS CREDIT, INC., as Agent

By: \_\_\_\_\_  
Name:  
Title:

DAL02:463511


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the \_\_\_\_ day of August, 2006.

INNOVA FINANCE, LLC

By: \_\_\_\_\_  
Name:  
Title: Manager

Acknowledged:

THE CIT GROUP/BUSINESS CREDIT, INC., as Agent

By:   
Name: Richard D. Hatley Sr.  
Title: VP

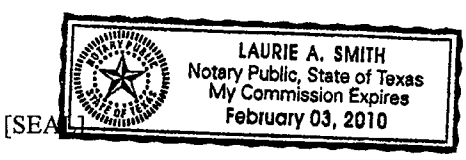
DAL02:463511

TRADEMARK  
REEL: 003367 FRAME: 0628

STATE OF TEXAS                   §  
  §  
COUNTY OF DALLAS               §

BEFORE ME, the undersigned, a notary public in and for the State of Texas, on this day personally appeared Charles M'Andrew as Manager of Innova Finance, LLC, a Delaware limited liability company, and, being known to me to be the person whose name is subscribed to the foregoing instrument, acknowledged to me that he executed the same for the purpose and consideration therein expressed and on behalf of said corporation.

Given under my hand and seal of office this 2 day of August, A.D., 2006.



Laurie A. Smith  
Notary Public, State of Texas

STATE OF TEXAS                   §  
  §  
COUNTY OF DALLAS               §

BEFORE ME, the undersigned, a notary public in and for the State of Texas, on this day personally appeared \_\_\_\_\_ as \_\_\_\_\_ of The CIT Group/Business Credit, Inc., a New York corporation, and, being known to me to be the person whose name is subscribed to the foregoing instrument, acknowledged to me that he executed the same for the purpose and consideration therein expressed and on behalf of said corporation.

Given under my hand and seal of office this \_\_\_ day of August, A.D., 2006.

\_\_\_\_\_  
Notary Public, State of Texas

[SEAL]

STATE OF TEXAS                   §  
  §  
COUNTY OF DALLAS               §

BEFORE ME, the undersigned, a notary public in and for the State of Texas, on this day personally appeared \_\_\_\_\_ as Manager of Innova Finance, LLC, a Delaware limited liability company, and, being known to me to be the person whose name is subscribed to the foregoing instrument, acknowledged to me that he executed the same for the purpose and consideration therein expressed and on behalf of said corporation.

Given under my hand and seal of office this \_\_\_\_ day of August, A.D., 2006.

\_\_\_\_\_  
Notary Public, State of Texas

[SEAL]

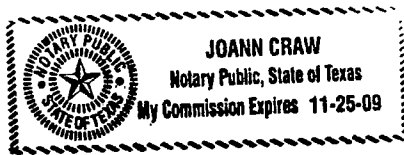
STATE OF TEXAS                   §  
  §  
COUNTY OF DALLAS               §

BEFORE ME, the undersigned, a notary public in and for the State of Texas, on this day personally appeared Richard D. Hatley Jr. as VP of The CIT Group/Business Credit, Inc., a New York corporation, and, being known to me to be the person whose name is subscribed to the foregoing instrument, acknowledged to me that he executed the same for the purpose and consideration therein expressed and on behalf of said corporation.

Given under my hand and seal of office this 10<sup>th</sup> day of August, A.D., 2006.

Joann Crow  
\_\_\_\_\_  
Notary Public, State of Texas

[SEAL]





Schedule 1

U.S. TRADEMARKS, TRADEMARK REGISTRATIONS  
AND TRADEMARK APPLICATIONS

A. U.S. Trademarks and Trademark Registrations

<u>Trademark</u>	<u>RegistrationNo.</u>	<u>Registration Date</u>
INNOVA	U.S. Trademark Registration No. 2,930,665	

B. U.S. Trademark Applications

<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>
INNOVA	U.S. Trademark Application No. 78/306,952	