TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Facet Technologies, LLC		07/26/2006	LIMITED LIABILITY COMPANY: GEORGIA

RECEIVING PARTY DATA

Name:	Silver Point Finance, LLC
Street Address:	Two Greenwich Plaza
Internal Address:	1st Floor
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2075951	CARELET
Registration Number:	1912413	CLEANLET
Registration Number:	2911590	DRIVING IDEAS TO MARKET...AT THE SPEED OF INNOVATION
Registration Number:	2944741	FASTTRACK
Registration Number:	3097695	I3
Registration Number:	3097696	IDEATION. INNOVATION. IMPLEMENTATION.
Registration Number:	2786619	
Registration Number:	2786620	
Registration Number:	2786621	
Registration Number:	2908834	
Registration Number:	2739554	SURESEAL

OP $290.00 2075951

CORRESPONDENCE DATA

Fax Number: (617)951-8736
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617-951-8144
Email: eileen.sullivan@bingham.com
Correspondent Name: Eileen Sullivan
Address Line 1: Bingham McCutchen LLP
Address Line 2: 150 Federal Street
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	TRADEMARK
NAME OF SUBMITTER:	Eileen Sullivan
Signature:	/eileen sullivan/
Date:	09/08/2006

Total Attachments: 16
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 26th day of July, 2006, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and SILVER POINT FINANCE, LLC, in its capacity as collateral agent for the Secured Parties (together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement dated as of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among Facet Holdings Corp., a Delaware corporation ("Holdings"), Facet Acquisition LLC, a Georgia limited liability company ("Company"), each Subsidiary signatory thereto from time to time, the lenders from time to time party thereto as "Lenders" ("Lenders"), Silver Point Finance, LLC, as Administrative Agent, Security Trustee, Collateral Agent, Syndication Agent and Lead Arranger, Fortress Credit Funding I LP, as Co-Documentation Agent, Dymas Funding Company, LLC, as Co-Documentation Agent and Goldman Sachs Specialty Lending Holdings, Inc. II, as Co-Documentation Agent, the Secured Parties are willing to make certain financial accommodations available to Company from time to time pursuant to the terms and conditions thereof,

WHEREAS, immediately following the consummation of the Acquisition Transaction (as defined in the Credit Agreement), Company will merge into Facet Technologies, LLC, a Georgia limited liability company ("Facet Technologies") with Facet Technologies being the surviving entity (the "Merger") (for purposes of this Agreement after the Closing Date (as defined in the Credit Agreement) and the Merger, the term "Grantor" shall be used to include Facet Technologies following the Merger, in its capacity as a "grantor" hereunder);

WHEREAS, the Secured Parties are willing to make the financial accommodations to Company as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Secured Parties, that certain Pledge and Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Secured Parties, this Trademark Security Agreement; and

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Subject to the Intercreditor Agreement (as defined in the Security Agreement), each Grantor hereby grants to Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations, extensions, modifications and renewals of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Agent as required pursuant to the Pledge and Security Agreement with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Credit Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

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7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Credit Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Credit Document refer to this Trademark Security Agreement or such other Credit Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Credit Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Credit Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Credit Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Credit Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[Remainder of page intentionally left blank.]

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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FACET ACQUISITION LLC

By: _____
Name: Tim Dugan
Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND ACKNOWLEDGED
BY:

SILVER POINT FINANCE, LLC, as
Agent

By: _____
Name:
Title: Richard Petrilli
Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

U.S. TRADEMARKS

Image	Trademark	Database	Appl. No	Appl. Date	Reg. No.	Reg. Date	Status	Owner
	CARELET	U.S. Federal	74458033	11/15/93	2075951	7/1/97	Registered	Facet Technologies, LLC
	CLEANLET	U.S. Federal	74458025	11/15/93	1912413	8/15/95	Registered	Facet Technologies, LLC
	DRIVING IDEAS TO MARKET...AT THE SPEED OF INNOVATION	U.S. Federal	78101483	1/8/02	2911590	12/14/04	Registered	Facet Technologies, LLC
	FASTTRACK	U.S. Federal	78100082	12/27/01	2944741	4/26/05	Registered	Facet Technologies, L.L.C
	I3	U.S. Federal	78586679	3/14/05	3097695	5/30/06	Registered	Facet Technologies, L.L.C
IDEATION. INNOVATION. IMPLEMENTATION.	IDEATION. INNOVATION. IMPLEMENTATION.	U.S. Federal	78586684	3/14/05	3097696	5/30/06	Registered	Facet Technologies, L.L.C

Image	Trademark	Database	Appl. No	Appl. Date	Reg. No.	Reg. Date	Status	Owner
	Design Only	U.S. Federal	78202682	1/13/03	2786619	11/25/03	Registered	Facet Technologies, L.L.C
	Design Only	U.S. Federal	78202687	1/13/03	2786620	11/25/03	Registered	Facet Technologies, L.L.C

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Image	Trademark	Database	Appl. No	Appl. Date	Reg. No.	Reg. Date	Status	Owner
	Design Only	U.S. Federal	78202689	1/13/03	2786621	11/25/03	Registered	Facet Technologies, L.L.C
	Design Only	U.S. Federal	78343259	12/19/03	2908834	12/7/04	Registered	Facet Technologies, L.L.C
	SURESEAL	U.S. Federal	76240033	4/12/01	2739554	7/22/03	Registered	Facet Technologies, L.L.C

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INTERNATIONAL TRADEMARKS

Trademark	Database	Appl. No	Appl. Date	Reg. No.	Reg. Date	Status	Owner
CARELET	Japan	H09-113325	5/7/97	4243206	2/26/99	Registered	Gainor Medical Management LLC[1]
CARELET	Japan	H09-113326	5/7/97	4243207	2/26/99	Registered	Gainor Medical Management LLC
CARELET	Community Trademarks	273904	5/28/96	273904	7/17/98	Registered	Gainor Medical Europe[2]
CLEANLET	Sweden	199512680	11/3/95	317202	9/20/96	Registered	Gainor Medical Europe
CLEANLET	Portugal	313685 MNA	11/14/95	313685 MNA	9/3/96	Registered	Gainor Medical Europe
CLEANLET	Italy	3367 95 TO	11/10/95	718744	7/17/97	Registered	Gainor Medical Europe Limited
CLEANLET	Greece	127919	1/16/96				
CLEANLET	France	95 596142	11/7/95	95 596142		Registered	Gainor Medical Europe
CLEANLET	Finland	199506397	11/7/95	201973	9/30/96	Registered	Gainor Medical Europe
CLEANLET	Denmark	1995 8370 VA	11/2/95	1996 1719 VR	3/15/96	Registered	Gainor Medical Europe Limited
CLEANLET	Benelux	858661	10/31/95	579994		Registered	Gainor Medical Europe
CLEANLET	United Kingdom	2043120	10/31/95	2043120		Registered	Facet Technologies Limited
FACET	United Kingdom	2265228	3/23/01	2265228		Registered	Facet Technologies, L.L.C.
FACET TECHNOLOGIES	United Kingdom	2265227	3/23/01	2265227		Registered	Facet Technologies, L.L.C

[1] Gainor Medial Management LLC sold all rights to the Carelet name to Matria in 1999.

[2] Gainor Medical Europe became Gainor Medical Europe Limited, which then became Facet Technologies, Ltd.

Trademark	Database	Appl. No	Appl. Date	Reg. No.	Reg. Date	Status	Owner
GGGG	Community Trademarks	273888	5/28/96	273888	11/11/98	Registered	Gainor Medical Europe
I3	Community Trademarks	EC004345641	4/15/05	4345641	6/14/06	Registered	Facet Technologies, L.L.C
IDEATION INNOVATION IMPLEMENTATION	Community Trademarks	EC004336236	4/8/05	4336236	6/20/06	Registered	Facet Technologies, L.L.C

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TRADE NAMES

COMMON LAW TRADEMARKS

TRADEMARKS NOT CURRENTLY IN USE

TRADEMARK LICENSES

JOINDER TO TRADEMARK SECURITY AGREEMENT

The undersigned, **FACET TECHNOLOGIES, LLC**, a Georgia limited liability company ("Grantor"), hereby joins in the execution of that certain Trademark Security Agreement dated as of July 26, 2006 (as the same has been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), by and among the Grantors party thereto, each other Person that has become or hereafter becomes a party thereto pursuant to a joinder substantially in the form hereof and Silver Point Finance, LLC, as Collateral Agent for the Secured Parties (in such capacity, "Collateral Agent"). By execution of this Joinder to Trademark Security Agreement, Grantor hereby agrees that it is a Grantor under the Trademark Security Agreement and agrees to be bound by all of the terms and provisions of the Trademark Security Agreement. As collateral security for the prompt payment and performance of the Secured Obligations (as defined in the Security Agreement referred to below), Grantor hereby pledges and grants to Collateral Agent for the benefit of the Secured Parties, a lien on and security interest in all of the Trademark Collateral (as defined in the Trademark Security Agreement) owned by Grantor, in each case whether now owned or hereafter acquired and whether now existing or hereafter coming into existence and wherever location. Capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed thereto in the Trademark Security Agreement and/or that certain Pledge and Security Agreement, dated as of July 26, 2006 by and among the Grantors party thereto and the Collateral Agent (the "Security Agreement").

Grantor represents and warrants to Collateral Agent that:

(a) Schedule I sets forth all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party.

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

IN WITNESS WHEREOF, Grantor has caused this Joinder to Trademark Security Agreement to be executed and delivered by its officer thereunto duly authorized, as of September__, 2006.

GRANTOR:

FACET TECHNOLOGIES, LLC a Georgia limited liability company

By: _____
Name: _____
Title: _____

Signature Page to Joinder to Trademark Security Agreement