

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Imasis, LLC		06/30/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services, Inc.		
Street Address:	222 North LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78556895	IMASIS	
Serial Number:	78559884	IMASIS	
Serial Number:	78559878		
CORRESPONDENCE DATA			
Fax Number:	(312)609-5005		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	312-609-7838		
Email:	tsettle@vedderprice.com		
Correspondent Name:	Tammy S. Settle		
Address Line 1:	222 North LaSalle Street		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	35330.00.0051/TSS		
NAME OF SUBMITTER:	Tammy S. Settle		

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REEL: 003387 FRAME: 0534

Signature:

/tsettle/

Date:

09/11/2006

Total Attachments: 5

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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE SECOND LIEN AGENT PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT OR INSTRUMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE SECOND LIEN AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT, DATED AS OF JUNE 30, 2006 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), AMONG MERRILL LYNCH CAPITAL, AS FIRST LIEN AGENT (OR ITS SUCCESSORS AND ASSIGNS IN THAT CAPACITY), MERRILL LYNCH CAPITAL, AS SECOND LIEN AGENT (OR ITS SUCCESSORS AND ASSIGNS IN THAT CAPACITY), AND CERTAIN OTHER PERSONS PARTY OR THAT MAY BECOME PARTY THERETO FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT OR INSTRUMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of this 30th day of June, 2006 by IMASIS LLC, a Delaware limited liability company ("Grantor") in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as 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, subject to the terms of the Intercreditor 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, Security Agreement and Intercreditor Agreement. The Credit Agreement, Security Agreement and Intercreditor 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.


3. Intercreditor Agreement. Notwithstanding anything to the contrary contained in this Agreement, the exercise by Agent of its rights and remedies hereunder shall be subject to the terms and conditions set forth in the Intercreditor Agreement.

**(SIGNATURE PAGE FOLLOWS)**

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

GRANTOR:


IMASIS LLC, a Delaware limited liability company

By:   
David Harrington  
Chairman and Chief Executive Officer

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Agreed and Accepted  
As of the Date First Written Above



**MERRILL LYNCH CAPITAL**, a division  
of Merrill Lynch Business Financial Services  
Inc., as Agent

By:   
Name: Marc Preiser  
Its: Vice President

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**SCHEDULE A**

**TRADEMARK REGISTRATIONS**

<b><u>Trademark Description</u></b>	<b><u>U.S. Registration No.</u></b>	<b><u>Date Registered</u></b>
IMASIS	78556895	Filed 01/31/2005
IMASIS & DESIGN	78559884	Filed 02/03/2005
 Imasis		
Design of three marbles	78559878	Filed 02/03/2005
		

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