

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Lightspeed Technology Inc.		03/13/2006	CORPORATION: TEXAS

**RECEIVING PARTY DATA**

Name:	Bank of America, N.A. as Administrative Agent
Street Address:	800 Fifth Avenue
Internal Address:	Floor 37
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98104
Entity Type:	national banking association: UNITED STATES

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	1873230	LIGHTSPEED
Registration Number:	2875267	LIGHTSPEED
Registration Number:	2776755	LIGHTSPEED
Registration Number:	2776756	LIGHTSPEED
Registration Number:	2352677	SIMPLIFILL

**CORRESPONDENCE DATA**

Fax Number: (919)416-8339  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 919 286-8049  
 Email: PTO\_TMconfirmation@mvalaw.com  
 Correspondent Name: Moore & Van Allen PLLC  
 Address Line 1: 430 Davis Drive  
 Address Line 2: Suite 500  
 Address Line 4: Morrisville, NORTH CAROLINA 27560

OP \$140.00 1873230

ATTORNEY DOCKET NUMBER:	17625.3417NTLIGHTSPEEDEAR
NAME OF SUBMITTER:	Ellen A. Rubel
Signature:	/Ellen A. Rubel/
Date:	10/25/2006
Total Attachments: 3 source=NGSI-T Lightspeed#page1.tif source=NGSI-T Lightspeed#page2.tif source=NGSI-T Lightspeed#page3.tif	

NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security Agreement dated as of March 13, 2006 (as the same may be amended, modified, restated or supplemented from time to time, the "Security Agreement") by and among the Grantors from time to time party thereto (each an "Grantor" and collectively, the "Grantors") and Bank of America, N.A., as Administrative Agent (the "Administrative Agent") for the holders of the Secured Obligations referenced therein, the undersigned Grantor has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications set forth on Schedule 1 attached hereto to the Administrative Agent for the ratable benefit of the holders of the Secured Obligations.

The undersigned Grantor and the Administrative Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the trademarks and trademark applications set forth on Schedule 1 attached hereto (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

\_\_\_\_\_  
Lightspeed Technology Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Sally Kautson*  
*CFO*

Acknowledged and Accepted:

**BANK OF AMERICA, N.A.,**  
as Administrative Agent

By: \_\_\_\_\_

Name:

Title:

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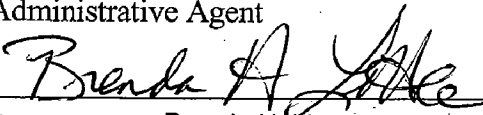
Very truly yours,

\_\_\_\_\_  
Lightspeed Technology Inc.

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

Acknowledged and Accepted:

**BANK OF AMERICA, N.A.,**  
as Administrative Agent

By:   
Name: Brenda H. Little  
Title: Assistant Vice President

Schedule 1

New Subsidiary IP Rights

Trademark Country/Type	Title	Serial No.	Filed	Registration No.	Registration Date	Owner
US	Lightspeed	74/738,787	22-Sep-93	1,873,230	1-Jan-95	Lightspeed Technology Inc
US	Lightspeed	76/339,923	19-Nov-01	2,875,267	17-Aug-04	Lightspeed Technology Inc
US	Lightspeed	76/975,746	19-Nov-01	2,776,775	21-Oct-03	Lightspeed Technology Inc
US	Lightspeed	76/975,747	19-Nov-01	2,776,756	21-Oct-03	Lightspeed Technology Inc
US	SIMPLIFILL	75/524,490	23-Jul-98	2,352,677	23-May-00	Lightspeed Technology Inc