

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
S.R. Bray Corp.		10/16/2006	CORPORATION:
JT Packard & Associates, Inc.		10/16/2006	CORPORATION:
RECEIVING PARTY DATA			
Name:	Canadian Imperial Bank of Commerce, as Administrative Agent		
Street Address:	300 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Acting through it's New York Agency:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2713716	POWER PLUS!	
Registration Number:	2374348	POWER PLUS!	
Registration Number:	1757237	POWER PLUS	
Registration Number:	2529819	JT PACKARD & ASSOCIATES INC.	
CORRESPONDENCE DATA			
Fax Number:	(202)756-9299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8002210770		
Email:	matthew.mayer@thomson.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1133 Avenue of the Americas		
Address Line 2:	Suite 3100		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Matthew Mayer		

CH \$115.00 2713716

Signature:	/Matthew Mayer/
Date:	11/14/2006
Total Attachments: 5 source=SRBray_Canandian_TM#page2.tif source=SRBray_Canandian_TM#page3.tif source=SRBray_Canandian_TM#page4.tif source=SRBray_Canandian_TM#page5.tif source=SRBray_Canandian_TM#page6.tif	

Trademark Security Agreement

Trademark Security Agreement, dated as of October 16, 2006, by S.R. BRAY CORP. and JT Packard & Associates, Inc. (individually, a “Pledgor”, and collectively the “Pledgors”), in favor of CANADIAN IMPERIAL BANK OF COMMERCE, acting through its New York agency, in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS, the Pledgors are a party to a Security Agreement of even date herewith (the “Security Agreement”) in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the full performance of the Secured Obligations, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgors an in-


strument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

[signature page follows]


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

Very truly yours,

S.R. BRAY CORP.

By: 
Name: Steven R. Bray
Title: President

JT PACKARD & ASSOCIATES, INC.

By: 
Name: Steven R. Bray
Title: Authorized Designee

Accepted and Agreed:

CANADIAN IMPERIAL BANK OF
COMMERCE, acting through its
New York agency, as Administrative Agent

By: _____
Name:
Title:

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

Very truly yours,

S.R. BRAY CORP.


By: _____
Name: Steven R. Bray
Title: President

JT PACKARD & ASSOCIATES, INC.

By: _____
Name: Steven R. Bray
Title: President

Accepted and Agreed:

CANADIAN IMPERIAL BANK OF
COMMERCE, acting through its
New York agency, as Administrative Agent

By: 
Name: DAVID SOMMER
Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
S.R. Bray Corp.	2,713,716	Power Plus!
S.R. Bray Corp.	2,374,348	Power Plus!
S.R. Bray Corp.	1,757,237	Power Plus!
JT Packard & Associates, Inc.	2,529,819	JT Packard & Associates, Inc. & Design

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK