

# 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>
Netalog, Inc.		11/13/2006	CORPORATION: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SunTrust Bank		
<b>Street Address:</b>	303 Peachtree Street		
<b>Internal Address:</b>	Second Floor		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30308		
<b>Entity Type:</b>	Georgia bank: GEORGIA		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2805892	TRANSPOD	
Registration Number:	3084600	DLO	
Registration Number:	3084601	DLO	
Serial Number:	78488243	DIGITAL LIFESTYLE OUTFITTERS	
Registration Number:	3112948	IBOOM	
Serial Number:	78488270	IBOOM	
Serial Number:	78488286	PODFOLIO	
Registration Number:	3035449	TRANSCAST	
Registration Number:	3087420	DLO	
Registration Number:	3141533	JAM JACKET	
Serial Number:	78663250	ACTION JACKET	
Registration Number:	3151038	HOMEDOCK	
Serial Number:	78920482	VIDEOSHELL	

CH \$365.00 2805892

900062580

**TRADEMARK**  
**REEL: 003427 FRAME: 0753**

Serial Number:

78920113

VOICENOTE

**CORRESPONDENCE DATA**

Fax Number: (404)685-5231

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 404-185-2231

Email: carolfraser@paulhastings.com

Correspondent Name: Carol Fraser, Paul Hastings Janofsky

Address Line 1: 600 Peachtree Street, N.E.

Address Line 2: 24th Floor

Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:

Jason Hartsough

Signature:

//Jason Hartsough//

Date:

11/14/2006

**Total Attachments: 7**

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## **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 13th day of November, 2006, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and SUNTRUST BANK, in its capacity as Administrative Agent for the Lender Group (together with its successors, "Administrative Agent").

### **WITNESSETH:**

WHEREAS, pursuant to that certain Credit Agreement dated as of November 13, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Netalog, Inc., as borrower ("Borrower"), the Persons party thereto as Guarantors (as defined therein), the lenders party thereto as Lenders (as defined therein), SunTrust Bank, as issuing bank, and Administrative Agent, Administrative Agent and Lenders are willing to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Lender Group, that certain Pledge and Security Agreement dated as of November 13, 2006 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

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

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 or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Administrative Agent, for the benefit of the Lender Group, a continuing 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 or extensions 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 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 Administrative Agent, the Lender Group, 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 Administrative Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative 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 prompt notice in writing to Administrative Agent 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 Administrative 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 Administrative 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 Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party

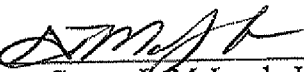
against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan 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 Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan 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 Loan 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 Loan 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 Loan 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.


[signature page follows]

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.

**NETALOG, INC.**, a North Carolina corporation

By:   
Name: George L. McLamb, III  
Title: Secretary

**DLO HOLDINGS, INC.**, a North Carolina corporation

By:   
Name: George L. McLamb, III  
Title: Secretary

**ACCEPTED AND ACKNOWLEDGED BY:**

**SUNTRUST BANK**, as Administrative Agent

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

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.

**NETALOG, INC.**, a North Carolina corporation

By: \_\_\_\_\_  
Name: George L. McLamb, III  
Title: Secretary

**DLO HOLDINGS, INC.**, a North Carolina corporation

By: \_\_\_\_\_  
Name: George L. McLamb, III  
Title: Secretary

**ACCEPTED AND ACKNOWLEDGED BY:**

**SUNTRUST BANK**, as Administrative Agent

By: Kevin Harrison  
Name: Kevin Harrison  
Title: Managing Director

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>App/Reg Date</b>
Netalog, Inc.	U.S.	"TRANSPOD"	Registration No. US 2,805,892	January 13, 2004
Netalog, Inc.	U.S.	"DLO" work mark	Registration No. US 3,084,600	April 25, 2006
Netalog, Inc.	U.S.	"DLO" (old) logo design	Registration No. US 3,084,601	April 25, 2006
Netalog, Inc.	U.S.	"DIGITAL LIFESTYLE OUTFITTERS"	Registration Application No. US 78/488,243	September 23, 2004
Netalog, Inc.	U.S.	"IBOOM"	Registration No. US 3,112,948	September 23, 2004
Netalog, Inc.	U.S.	"IBOOM" logo design	Registration Application No. US 78/488,270	September 23, 2004
Netalog, Inc.	U.S.	"PODFOLIO"	Registration Application No. US 78/488,286	September 23, 2004
Netalog, Inc.	U.S.	"TRANSCAST"	Registration No. US 3,035,449	December 27, 2005
Netalog, Inc.	U.S.	"DLO"	Registration No. US 3,087,420	May 2, 2006
Netalog, Inc.	U.S.	"JAM JACKET"	Registration No. US 3,141,533	September 12, 2006
Netalog, Inc.	U.S.	"ACTION JACKET"	Registration Application No. US 78/663,250	July 2, 2005
Netalog, Inc.	U.S.	"HOMEDOCK"	Registration No. US 3,151,038	October 3, 2006
Netalog, Inc.	U.S.	"VIDEOSHELL"	Registration Application No. US 78/920,482	June 30, 2005



Netalog, Inc.	U.S.	"VOICENOTE"	Registration Application No. US 78/920,113	June 29, 2006
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**Trade Names**

Grantor	Trade Names
Netalog, Inc.	Digital Lifestyle Outfitters

**Common Law Trademarks**

None.

**Trademarks Not Currently In Use**

None.

**Trademark Licenses**

None.