

**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>
Netcom Holdings, Inc.		10/20/2006	CORPORATION: ILLINOIS
N.A. Consultants, Ltd.		10/20/2006	CORPORATION: ILLINOIS
Netcom Properties, Inc.		10/20/2006	CORPORATION: ILLINOIS
Netcom, Inc.		10/20/2006	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fifth Third Bank		
<b>Street Address:</b>	222 South Riverside		
<b>Internal Address:</b>	Suite 300		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Banking Corporation: MICHIGAN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1181898	NETCOM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)609-5005		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-609-7838		
<b>Email:</b>	tsettle@vedderprice.com		
<b>Correspondent Name:</b>	Tammy S. Settle		
<b>Address Line 1:</b>	222 North LaSalle Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	31471.00.0020/TSS		
<b>NAME OF SUBMITTER:</b>	Tammy S. Settle		

CH \$40.00 1181898

Signature:

/tsettle/

Date:

11/15/2006

**Total Attachments: 6**

source=Netcom#page1.tif

source=Netcom#page2.tif

source=Netcom#page3.tif

source=Netcom#page4.tif

source=Netcom#page5.tif

source=Netcom#page6.tif

# PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 20, 2006 by NETCOM HOLDINGS, INC., an Illinois corporation ("Holdings"), NETCOM, INC., an Illinois corporation, ("Netcom"), N.A. CONSULTANTS LTD., ("Netcom Consultants") and NETCOM PROPERTIES INC. ("Netcom Properties"; Holdings, Netcom, Netcom Consultants and Netcom Properties, individually, each a "Grantor", and collectively, the "Grantors"), in favor of FIFTH THIRD BANK (CHICAGO), a Michigan banking corporation, as agent (in such capacity, "Agent") for itself and the other Lenders (as defined below).

## RECITALS

A. The Grantors have entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with various financial institutions party thereto from time to time (the "Lenders") and Agent, pursuant to which the Lenders have agreed to make loans to, and issue or participate in letters of credit for the account of, the Grantors and/or their affiliates.

B. Pursuant to the Loan Agreement, the Grantors are required to execute and deliver to Agent, for its benefit and the ratable benefit of the Lenders, this Agreement.

C. Pursuant to the terms of the Loan Agreement, the Grantors have granted to Agent, for the benefit of the Lenders, a security interest in all the assets of the Grantors, including all right, title and interest of the Grantors in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantors under the Loan Agreement.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, each Grantor does hereby grant to Agent, for the benefit of the Lenders, 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:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any

trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

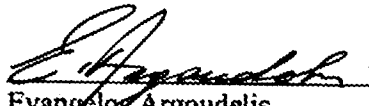
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to Agent pursuant to the Loan Agreement subject to limitations set forth therein. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

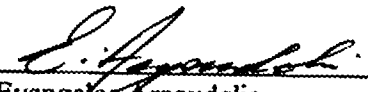
[Signature pages follow]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

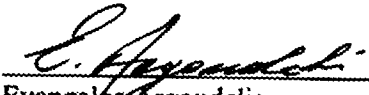
NETCOM HOLDINGS, INC., an Illinois corporation

By:   
Name: Evangelos Argoudelis  
Title: President and Chief Executive Officer


NETCOM, INC., an Illinois corporation

By:   
Name: Evangelos Argoudelis  
Title: President and Chief Executive Officer

N.A. CONSULTANTS LTD., an Illinois corporation

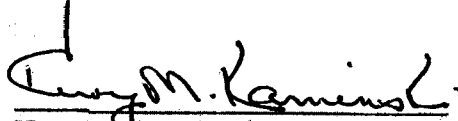
By:   
Name: Evangelos Argoudelis  
Title: President and Chief Executive Officer

NETCOM PROPERTIES INC., an Illinois corporation

By:   
Name: Evangelos Argoudelis  
Title: President and Chief Executive Officer

Acknowledged:

**FIFTH THIRD BANK (CHICAGO), as  
Agent**

By:   
Name: Henry M. Kaminski  
Title: Vice President

CHICAGO#1519824

**SCHEDULE 1**  
**TO**  
**PATENT AND TRADEMARK SECURITY AGREEMENT**

**Trademarks, Trademark Applications and Trademark Licenses**

<b>Trademark Number</b>	<b>Trademark Application Number</b>	<b>Trademark Registration Number</b>	<b>Date of Application</b>	<b>Date of Registration</b>
73/223,414	73/223,414	1181898	07-16-1979	12-15-1981

CHICAGO/#1519824

**SCHEDULE 2**  
**TO**  
**PATENT AND TRADEMARK SECURITY AGREEMENT**

**Patents, Patent Applications and Patent Licenses**

<b>Patent Number</b>	<b>Patent Application Number</b>	<b>Date Patent Issued</b>	<b>Date of Patent Application</b>
6,348,838	09/715,587	12-19-2002	11-17-2000
6,359,509	09/557,904	03-19-2002	04-21-2000
4,511,820	06/543,414	10-19-1983	04-16-1985

CHICAGO/#1519824

RECORDED: 11/15/2006

TRADEMARK  
REEL: 003428 FRAME: 0587