

**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>
PSI Services LLC		11/30/2006	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Merrill Lynch Capital, a Division of Merrill Lynch Business Financial Services, as Administrative Agent		
<b>Street Address:</b>	222 N LaSalle Street		
<b>Internal Address:</b>	16 Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60601		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2522965	VIEWPOINT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)585-8080		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202-585-8264		
<b>Email:</b>	sfreedman@nixonpeabody.com		
<b>Correspondent Name:</b>	Susan M. Freedman, Esq.		
<b>Address Line 1:</b>	Nixon Peabody LLP		
<b>Address Line 2:</b>	401 9th Street, N.W., Suite 900		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20004		
<b>ATTORNEY DOCKET NUMBER:</b>	031538-25		
<b>NAME OF SUBMITTER:</b>	Susan M. Freedman		

CH \$40.00 2522965

Signature:	/susan m. freedman/
Date:	12/06/2006
<b>Total Attachments: 5</b> source=Trademark Security Agreement - PSI Services LLC to Merrill Lynch#page1.tif source=Trademark Security Agreement - PSI Services LLC to Merrill Lynch#page2.tif source=Trademark Security Agreement - PSI Services LLC to Merrill Lynch#page3.tif source=Trademark Security Agreement - PSI Services LLC to Merrill Lynch#page4.tif source=Trademark Security Agreement - PSI Services LLC to Merrill Lynch#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 30<sup>th</sup> day of November, 2006 by PSI Services 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 Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee");

W I T N E S S E T H

WHEREAS, Grantor, Grantee and Lenders 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 itself and the Lenders, a security interest on any and all right, title and interest of Grantor in and to any and all property and interests in property of the Grantor, including all right, title and interest of Grantor in and to any and 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;

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 and Security Agreement. The Credit Agreement and Security 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. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the Security Agreement shall control.

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 renewals 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 foregoing Trademarks 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 Trademarks.

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

PSI SERVICES LLC

By: Roger Marrero  
Name: Roger Marrero  
Title: Vice President

Agreed and Accepted  
As of the Date First Written Above

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

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

*[signature page to the Trademark Security Agreement]*

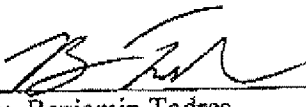
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**PSI SERVICES LLC**

By: \_\_\_\_\_  
Name: Roger Marrero  
Title: Vice President

Agreed and Accepted  
As of the Date First Written Above

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

By:  \_\_\_\_\_  
Name: Benjamin Todres  
Title: Vice President

*[signature page to the Trademark Security Agreement]*

**SCHEDULE A**

**TRADEMARK REGISTRATIONS**

<u>Trademark</u>	<u>Registration No.</u>	<u>Federal or state</u>
VIEWPOINT	2,522,965	U.S. Federal Registration