

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Washington Inventory Service		01/19/2007	CORPORATION:
RECEIVING PARTY DATA			
Name:	American Capital Financial Services, Inc.		
Street Address:	2 Bethesda Metro Center, 14th Floor		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1828535	WIS	
Registration Number:	2459361	IA INVENTORY AUDITORS, INC.	
CORRESPONDENCE DATA			
Fax Number:	(212)310-8007		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	ilkka.perheentupa@weil.com, phyllis.depaola@weil.com		
Correspondent Name:	Weil,Gotshal Manges c/o Ilkka Perheentup		
Address Line 1:	767 5th Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	14082.0263		
NAME OF SUBMITTER:	Ilkka Perheentupa		
Signature:	/Ilkka Perheentupa/		
Date:	01/19/2007		

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Total Attachments: 5

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FIRST LIEN PATENT AND TRADEMARK SECURITY AGREEMENT

THIS FIRST LIEN PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of January 19, 2007, by each of the entities listed on the signature pages hereof (or that becomes a party hereto pursuant to Section 7.14 of the First Lien Pledge and Security Agreement referred to below) (each a "Grantor" and, collectively, the "Grantors"), in favor of American Capital Financial Services, Inc. ("ACFS"), as agent for the Secured Parties (as defined in the First Lien Pledge and Security Agreement referred to below) (in such capacity, the "First Lien Agent").

RECITALS:

A. Pursuant to the Credit Agreement dated as of January 18, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among WIS Holding Company, Inc., a Delaware corporation (the "Borrower"), the Lenders (as defined in the Credit Agreement) at any time party thereto, and ACFS as administrative agent and collateral agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

B. All the Grantors are party to that certain First Lien Pledge and Security Agreement dated as of January 18, 2007 (the "First Lien Pledge and Security Agreement") in favor of the First Lien Agent pursuant to which the Grantors are required to execute and deliver this First Lien Patent and Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and ACFS to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

SECTION 1. DEFINED TERMS

1.1 Unless otherwise defined herein, terms defined in the Credit Agreement or in the First Lien Pledge and Security Agreement, as the case may be, and used herein have the meaning given to them in the Credit Agreement or the First Lien Pledge and Security Agreement, as the case may be.

SECTION 2. GRANT OF SECURITY INTEREST IN PATENT AND TRADEMARK COLLATERAL

2.1 Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the First Lien Agent, for the benefit of the Secured Parties, and grants to the First Lien Agent, for the benefit of the Secured Parties, a lien on and

security interest in, all of its right, title and interest in, to and under the following Collateral (other than Excluded Assets) of such Grantor (the "Patent and Trademark Collateral"):

(a) all of its Patents and Patent Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future infringement or dilution of any Patent or Patent licensed under any Patent License.

and

all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;

(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(f) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

SECTION 3. FIRST LIEN PLEDGE AND SECURITY AGREEMENT

3.1 The security interest granted pursuant to this First Lien Patent and Trademark Security Agreement is granted in conjunction with the security interest granted to the First Lien Agent pursuant to the First Lien Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien Agent with respect to the security interest in the Patent and Trademark Collateral made and granted hereby are more fully set forth in the First Lien Pledge and Security Agreement, the terms, provisions and conditions of which are incorporated by reference herein as if fully set forth herein.

SECTION 4. GOVERNING LAW

4.1 THIS FIRST LIEN PATENT AND TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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

Very truly yours,

WASHINGTON INVENTORY SERVICE
as Grantor

By


Name: Trey Graham

Title: Chief Financial Officer

[SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

AMERICAN CAPITAL FINANCIAL SERVICES, INC.,
as First Lien Agent

By: Robert Klein
Name: Robert Klein
Title: Senior Vice President

[SIGNATURE PAGE TO FIRST LIEN PATENT AND TRADEMARK SECURITY AGREEMENT]

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**SCHEDULE
TO
FIRST LIEN TRADEMARK AND PATENT SECURITY AGREEMENT

INTELLECTUAL PROPERTY**

Trademarks and Service Marks

Washington Inventory Service owns the following U.S. trademarks:

- WIS (and Design). Reg. No 1,828,535. Design plus words (a logo). This is a service mark registered in Class 35 for inventory services.
- IA INVENTORY AUDITORS, INC (and Design). Reg. No. 2459361. Design plus words (a logo). This is a service mark registered in Class 35 for inventory auditing services provided for wholesale and retail businesses of all types.

Trade Names

The following are “unregistered” trade names.

- POWERPARTNERS
- SEL
- WIS MEXICO