

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hunt Technologies, LLC		11/03/2006	LIMITED LIABILITY COMPANY: MINNESOTA

RECEIVING PARTY DATA

Name:	Lloyds TSB Bank plc
Street Address:	Bank House, Wine Street
Internal Address:	Loans Administration Corporate Customer Service
City:	Bristol, England
State/Country:	UNITED KINGDOM
Postal Code:	BS1 2AN
Entity Type:	Public Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2138639	
Registration Number:	2134251	TURTLE
Registration Number:	2224764	HUNT TECHNOLOGIES, INC.
Registration Number:	2409115	WHERE POWER BECOMES INFORMATION
Registration Number:	2367030	TURTLEWARE
Registration Number:	2462294	TERRAPIN
Registration Number:	2814091	EPIC
Serial Number:	75542504	TWIN
Serial Number:	75752303	TURTLE METER
Serial Number:	75841777	TURTLE MESSENGER
Serial Number:	75848871	TWIN TWO-WAY INFORMATION NETWORK

CORRESPONDENCE DATA

OP \$290.00 2138639

Fax Number: (212)610-6399
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2127561172
Email: aimee.ferrer@allenoverly.com
Correspondent Name: Aimee Ferrer
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Address Line 2: Allen & Overy LLP
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	11002-00555
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DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Aimee Ferrer
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Signature:	/Aimee Ferrer/
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Date:	01/30/2007
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Total Attachments: 4
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SUPPLEMENT TO SECURITY AGREEMENT (TRADEMARKS)

WHEREAS, Hunt Technologies, LLC, a Minnesota limited liability company (herein referred to as "**Grantor**"), having an address at 6436 County Road 11, Pequot Lakes, Minnesota, 56472 (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule A, which trademarks, trade names, trade styles and service marks are registered in the United States Patent and Trademark Office (the "**Trademarks**"); and

WHEREAS, Grantor has entered into a Security and Pledge Agreement dated as of November 3, 2006 (said Security Agreement, as it may hereafter be amended or otherwise modified from time to time being the "**Security Agreement**", the terms defined therein and not otherwise defined herein being used herein as therein defined) in favor of Secured Party; and

WHEREAS, pursuant to the Security Agreement, Grantor has granted to Secured Party a security interest in all right, title and interest of Grantor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by Grantor, and all reissues, extensions or renewals thereof, all Trademark Licenses and all proceeds of all of the foregoing, including, without limitation, any claims by Grantor against third parties for infringement thereof (the "**Collateral**"), to secure the payment and performance of the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further confirm, and put on the public record, its grant to Secured Party of a security interest in and mortgage on the Collateral to secure the prompt payment and performance of the Secured Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the grant of, security interest in and mortgage on the Collateral made hereby are more fully set forth in the Security Agreement; the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Secured Party's address is Loans Administration, Corporate Customer Services, Bank House, Wine Street, Bristol BS1 2AN, United Kingdom, England.

IN WITNESS WHEREOF, Grantor has duly executed or caused this Supplement to Security Agreement to be duly executed as of Nov. 3, 2006.

Hunt Technologies, LLC

By: Todd Headlee

Name: TODD HEADLEE

Title: PRESIDENT & CEO

SCHEDULE A TO THE SUPPLEMENT TO SECURITY AGREEMENT (TRADEMARKS)

Registered U.S. Trademarks

Mark	Reg. Number
Title: MISCELLANEOUS DESIGN (TURTLE LOGO)	Reg. # 2138639
Title: TURTLE	Reg. # 2134251
Title: HUNT TECHNOLOGIES, INC. & DESIGN	Reg. # 2224764
Title: WHERE POWER BECOMES INFORMATION	Reg. # 2409115
Title: TURTLEWARE (STYLIZED)	Reg. # 2367030
Title: TERRAPIN	Reg. # 2462294
Title: EPIC	Reg. # 2814091

Pending U.S. Trademarks

Mark	Application Number
Title: TWIN	App. #: 75/542504
Title: TURTLE METER	App. #: 75/752303
Title: TURTLE MESSENGER	App. #: 75/841777
Title: TWIN TWO-WAY INFORMATION NETWORK & DESIGN	App. #: 75/848871