

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
Envios RD Corp.		02/18/2005	CORPORATION: NEW YORK
Dominican Communications Corporation		02/18/2005	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Nexxar Group, Inc.		
Street Address:	140 East Ridgewood Avenue		
City:	Paramus		
State/Country:	NEW JERSEY		
Postal Code:	07652		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2287543	\$ PRONTO ENVIOS	
Registration Number:	2437869	PRONTO ENVIOS	
CORRESPONDENCE DATA			
Fax Number:	(212)446-4900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2129093078		
Email:	szablocki@kirkland.com		
Correspondent Name:	Kirkland & Ellis LLP; Att; Susan Zablocki		
Address Line 1:	153 East 53rd Street		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	11054-1		
NAME OF SUBMITTER:	Susan Zablocki		

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Signature:	//susan zablocki//
Date:	02/07/2007
Total Attachments: 10 source=SecurityAgreement Envios RD#page1.tif source=SecurityAgreement Envios RD#page2.tif source=SecurityAgreement Envios RD#page3.tif source=SecurityAgreement Envios RD#page4.tif source=SecurityAgreement Envios RD#page5.tif source=SecurityAgreement Envios RD#page6.tif source=SecurityAgreement Envios RD#page7.tif source=SecurityAgreement Envios RD#page8.tif source=SecurityAgreement Envios RD#page9.tif source=SecurityAgreement Envios RD#page10.tif	

SECURITY AGREEMENT

AGREEMENT dated February 18, 2005 (the "Agreement") between Envios RD Corp., a New York corporation with its principal place of business and chief executive office at 2 Bennett Ave., New York, NY 10033 ("Envios") and Dominican Communications Corporation, a New York corporation with its principal place of business and chief executive office at 2 Bennett Ave., New York, NY 10033 ("DCC") (Envios and DCC each a "Debtor" and collectively the "Debtors"), and Nexxar Group, Inc., a Delaware corporation with its principal place of business and chief executive office at 140 East Ridgewood Avenue, Paramus, NJ 07652 (hereinafter called the "Secured Party").

WITNESSETH:

WHEREAS, the Debtors have issued a Note payable to the Secured Party in the principal sum of \$5,500,000 (hereinafter called the "Promissory Note"); and

WHEREAS, the Debtors desire to grant to the Secured Party a security interest in all personal property of the Debtors of every kind and description, tangible and intangible, whether now owned or existing or hereafter arising or acquired, to secure the obligations of the Debtors to the Secured Party under the Promissory Note and all obligations of the Debtors to the Secured Party arising hereafter:

NOW, THEREFORE, in consideration of the premises and of the mutual promises contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtors and the Secured Party hereby agree as follows:

(1) Security Interest: Each Debtor hereby grants to the Secured Party a security interest (hereinafter called the "Security Interest") in all right, title, and interest of such Debtor in all:

Accounts, Chattel Paper, Commercial Tort Claims, Deposit Accounts, Documents, Equipment, Inventory, Fixtures, other Goods, General Intangibles (including, without limitation, patents, trademarks, service marks, trade names, and copyrights, and all Debtor's rights in and under any registrations or applications to register any of the foregoing, and all Debtor's goodwill), Instruments, Investment Property, Letter of Credit Rights, Supporting Obligations and Money (as all such terms are defined in the Uniform Commercial Code in force in the jurisdiction stated in Section 18 hereof, hereinafter the "UCC"), and all other assets of Debtor, now owned and existing or hereafter acquired or arising and wherever located, and all Proceeds (as defined in the UCC) of the foregoing, and Debtor's books and records relating to the foregoing (all hereinafter called the "Collateral");

The Security Interest shall secure the payment and performance of (1) the Promissory Note; (2) the liabilities and obligations of the Debtors to the Secured Party of every kind and description, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, under this Agreement; and (3) all other liabilities and obligations of the Debtors to the Secured Party of every kind and description, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising (hereinafter, collectively with the Promissory Note, called the "Obligations").

(2) Financing Statements and Other Action: The Debtors hereby authorize the Secured Party to take, and agrees to cooperate in, all acts which the Secured Party reasonably deems necessary or desirable to perfect and maintain the Security Interest or to otherwise carry out the provisions of this Agreement, including, but not limited to, the execution and filing of financing, continuation, amendment, and termination statements and similar instruments and the

procurement of waivers and disclaimers of interest in the Collateral by the owners of any real estate (including lessors and mortgagees) on which the Collateral is located. The Debtors shall jointly pay all costs of filing any and all financing, continuation, amendment, or termination statements with respect to the Security Interests created by this Agreement. The Debtors hereby appoint the Secured Party as their attorney in fact to do all acts and things which the Debtors may be required to do under this Agreement or which the Secured Party may reasonably deem necessary to perfect and continue perfected the Security Interests created by this Agreement. This power, being coupled with an interest, is irrevocable as long as Debtors are indebted to the Secured Party. The Debtors will, at the request of the Secured Party, execute and deliver any and all documents and instruments and take any and all action as the Secured Party may reasonably require to vest in and assure to the Secured Party its rights hereunder or in any of the Collateral.

(3) Debtors' Place of Business: The Debtors hereby represent and warrant to the Secured Party that Debtors' chief executive offices are located at the addresses set forth at the beginning of this Agreement. The Debtors covenant to give the Secured Party prior written notice of the addition or discontinuance of any place of business or any change in the address of either Debtor.

(4) Location of Collateral: The Debtors hereby represent and warrant to the Secured Party that (a) all of the Collateral shall be located at Debtors' places of business specified in this Agreement unless the Debtors shall notify the Secured Party in writing that the Collateral or any part thereof shall be located at another location; and (b) none of the Collateral shall be removed from the location specified in this Agreement other than in the ordinary course of business.

(5) Change of Name: The Debtors hereby represent and warrant to the Secured Party that neither Debtor will change its name, state of entity formation, form of entity or legal identity

without giving the Secured Party prior written notice thereof and, in connection with any such change, such Debtor will execute and deliver, or cause to be executed and delivered, to the Secured Party all such additional security agreements, financing statements, and other documents as the Secured Party shall reasonably request.

(6) Encumbrances: The Debtors hereby represent and warrant to the Secured Party that the Debtors have title to the Collateral and that, as of the date hereof, there are no claims, liens, security interests, or other encumbrances against the Collateral other than those of the Secured Party. The Debtors covenant to notify promptly the Secured Party of any claim, lien, security interest, or other encumbrance made against the Collateral, and shall defend the Collateral against any claim, lien, security interest, or other encumbrance adverse to the Secured Party. Without limiting the foregoing, DCC represents that neither WorldCom nor TTI National, Inc. has any lien on or claim of any kind to the Collateral, and agrees to use its best efforts to obtain a release of the financing statements currently on record in New York State showing WorldCom or TTI National, Inc. as a secured party and DCC as debtor.

(7) Maintenance of Collateral: The Debtors shall maintain the Collateral in good condition and repair and shall make all necessary repairs, replacements, additions, and improvements thereto. The Secured Party may examine and inspect the Collateral at any reasonable time and for that purpose may enter upon any premises where the Collateral may be located. The Debtors shall pay when due all taxes, assessments, and other charges lawfully levied or assessed upon the Collateral.

(8) Maintenance of Records: The Debtors shall keep accurate and complete records listing and describing the Collateral. When requested by the Secured Party, the Debtor shall give

the Secured Party a certificate on a form to be supplied by the Secured Party listing and describing the Collateral. The Secured Party shall have the right to make copies of any records or other writings which relate to the Collateral.

(9) Sales; Other Security Interests; Financing Statements: The Debtors shall not:

(a) sell, lease, transfer, or otherwise dispose of the Collateral or any interest therein, except in the ordinary course of business, without the prior written consent of the Secured Party;

(b) mortgage or create or grant a security interest in or lien upon the Collateral in favor of any person other than the Secured Party, or suffer to exist a security interest in or lien upon the Collateral in favor of any person other than the Secured Party, or permit anything to be done that may impair the value of the Collateral or the security intended to be afforded by this Agreement;

(c) make any loans to any party (other than advance of expenses in the ordinary course of business to employees);

(d) guaranty any debt or other obligation of any party;

(e) pay any dividend, distribution or other payment on account of stock on other equity;

(f) redeem any stock or other equity; or

(g) sell all or substantially all of its assets, or merge or otherwise combine with any other entity.

(10) Insurance: The Debtors will maintain with financially sound and reputable companies casualty and liability insurance in such amounts and coverages consistent with past

practice, with losses payable, in the case of casualty policies, to the Debtors and the Secured Party as their respective interests may appear. All insurance policies shall note Secured Party as loss payee and shall contain such other terms and conditions as may be reasonably required by Secured Party. All insurance proceeds received by the Secured Party may be applied in its discretion to the satisfaction of the Obligations or to repair or replacement of any property which sustained the casualty, except as otherwise required by applicable law.

(11) Default: If any of the following events ("events of default") shall occur:

- (a) the Debtors fail to pay any Obligation when due; or
- (b) any representation or warranty made by either Debtor in this Agreement or in the Note is materially untrue or is not fulfilled in all material respects; or
- (c) either Debtor fails to observe or perform any covenant, warranty, or agreement to be performed by such Debtor under this Agreement or the Note; or
- (d) either Debtor shall be in default under any other agreement with any party which default has a material adverse effect on the Collateral or on the value of the Security Interest; or
- (e) the dissolution, liquidation, termination of existence, business failure, or insolvency of either Debtor; or
- (f) the appointment of a receiver of any property, common law assignment or trust mortgage for the benefit of creditors, the commencement of any kind of insolvency proceedings, or the filing of any proceedings under any bankruptcy or other law relating to the relief of debtors of, by, or against, either Debtor and not cured within 60 days; then, and in every

such event, the Secured Party may declare the Debtors in default and exercise the rights and remedies of the Secured Party set forth in this Agreement.

(12) Rights of Secured Party on Default: If an event of default shall occur, the Secured Party may:

- (a) without notice or demand to the Debtors declare the Obligations to be immediately due and payable;
- (b) exercise the rights and remedies accorded to a secured party under the UCC or other law or under any instrument or document securing the Obligations (including, without limitation thereto, the right to take immediate possession of the Collateral);
- (c) take any other action which the Secured Party deems necessary or desirable to protect the Collateral or the Security Interest.

No course of dealing or delay in accelerating the Obligations or in taking or failing to take any other action with respect to any event of default shall affect the Secured Party's right to take such action at a later time. No waiver as to any one event of default shall affect the Secured Party's rights upon any other event of default.

All rights and remedies of the Secured Party with respect to the Obligations or the Collateral, whether evidenced hereby or by any other agreement, instrument, or document, shall be cumulative and may be exercised separately or concurrently.

After an event of default, the Debtors, upon demand by the Secured Party, shall assemble the Collateral at the Debtors' cost and make it available to the Secured Party at a place to be designated by the Secured Party.

The requirement of the UCC that the Secured Party give the Debtors reasonable notice of any proposed sale or disposition of the Collateral shall be met if such notice is given at least seven (7) days before the time of such sale or disposition.

(13) Costs and Expenses: After execution of this Agreement, Debtors shall pay on demand any expense incurred by the Secured Party (including reasonable attorneys' fees and disbursements) in connection with the protection, preservation, or amendment of the rights of the Secured Party under this Agreement, the Obligations, security agreements, mortgages, or other documents and instruments securing the Obligations, or any amendment of this Agreement or other agreements and instruments, or in connection with the exercise by the Secured Party of any right upon the happening of any event of default. In addition, at the option of the Secured Party, upon the happening of an event of default, the Secured Party may pay for insurance on the Collateral, may pay for the maintenance and repair of the Collateral, may pay any taxes, assessments, or other charges upon the Collateral, and may discharge any other security interest in or lien upon the Collateral and the amount of such expenditures shall be added to the indebtedness of the Debtors to the Secured Party and shall be payable on demand. The Secured Party shall have no obligation to Debtors to make any such expenditures nor shall the making thereof relieve Debtors of any event of default.

(14) Notices: Any notice under this Agreement shall be in writing and shall be deemed delivered if mailed by certified mail, postage prepaid, return receipt requested, if to either Debtor addressed to such Debtor at the address specified in this Agreement, and if to the Secured Party addressed to the Secured Party at the address specified in this Agreement or such other address as

may be specified by notice in writing given after the date hereof. Nothing contained herein shall prevent the giving of actual written notice in any other effective manner.

(15) Successors and Assigns: This Agreement shall be binding upon the Debtors and their successors and permitted assigns but shall not be assigned or transferred by Debtors without the Secured Party's written consent. This Agreement shall be binding upon, and inure to the benefit of, the Secured Party and its successors and assigns.

(16) Term: The term of this Agreement shall be until the Obligations have been paid and performed in full.

(17) Waivers: The Debtors hereby waive demand, notice, protest, notice of acceptance of this Agreement, notice of Collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. With respect both to the Obligations and the Collateral, Debtors assent to any extension or postponement of the time of payment or any other indulgence, to any substitution, exchange, or release of Collateral, to the addition or release of any party or person primarily or secondarily liable, to the acceptance of partial payment thereof and the settlement, compromising, or adjusting of any thereof, all in such manner and at such time or times as the Secured Party may deem advisable. Secured Party may exercise its rights with respect to the Collateral without resorting or regard to other collateral or sources for reimbursement for liability. Secured Party shall not be deemed to have waived any of its rights upon or under the Obligations or the Collateral unless such waiver is in writing and signed by the Secured Party. No delay or omission on the part of the Secured Party in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one occasion

shall not be construed as a bar to or waiver of any right on any future occasion. ANY RIGHTS TO A TRIAL BY JURY ARE EXPRESSLY WAIVED.

(18) Governing Law: This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to conflicts of law rules. Any dispute arising under this Agreement shall be decided in the jurisdiction of any state or Federal court located within New York.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as an instrument under seal, all as of the day, month, and year first written above.

DEBTOR:

ENVIOS RD CORP.

By: 
Name:
Title:

DEBTOR:

DOMINICAN COMMUNICATIONS CORPORATION

By: 
Name:
Title:

SECURED PARTY:

NEXXAR GROUP, INC.

By: 
Name:
Title:

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