

02-07-2007



REC
TRADEMARKS ONLY
103370635

2007 FEB -6 AM 10:46

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents to the new address(es) below.

2-6-07

1. Name of conveying party(ies):

Symark International, Inc.

- Individual(s)
- General Partnership
- Corporation- State: California
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) December 22, 2006

- Assignment
- Security Agreement
- Other Ack of Intel. Prop. Collateral Lien
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: CapitalSource Finance LLC

Internal

Address: Peggy Balsawer

Street Address: 4445 Willard Ave., 12th Floor

City: Chevy Chase

State: Maryland

Country: USA Zip: 20815

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other LLC

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

78/834,212; 78/959,740; 78,962,619; 825,318,432; 825,318,440; 825,318,424

B. Trademark Registration No.(s)

2,139,979; 2,050,675; 2,779,365; 3,090,819; 618,731;

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Morgan, Lewis & Bockius LLP

Internal Address: Lois S. LeBar, Analyst

Street Address: 300 S. Grand Avenue, 22nd Floor

City: Los Angeles

State: California Zip: 90071-3132

Phone Number: 213.612.7331

Fax Number: 213.612.2504

Email Address: llebar@morganlewis.com

6. Total number of applications and registrations involved:

30

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 765.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Signature

January 30, 2007

Date

Lois S. LeBar

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 11

02/06/2007

01 FC:8521
02 FC:8522

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**ATTACHMENT TO
RECORDATION FORM COVER SHEET – TRADEMARKS ONLY
SYMARK INTERNATIONAL, INC.
SYMARK ACQUISITION COMPANY, INC.**

1. Name of Conveying Party (continued from page 1):

Symark Acquisition Company, Inc., a Delaware corporation

4. B. Trademark Registration Nos. (continuation from page 1)

625,347; 625,979; 814,680; 814,679; 3,098,431; 3,098,803; 3,098,787; 2,054,542;
597,324; 0307424; T03/01012E; T03/01022B; T03/01011G; 132181 01; 132182 01;
132180 01; 947,534; 947,533; 947,535

**ACKNOWLEDGEMENT OF
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This Acknowledgement of Intellectual Property Collateral Lien (this "**Acknowledgement**") is dated as of December 22, 2006, by Symark International, Inc., a California corporation, and Symark Acquisition Company, Inc., a Delaware corporation (individually a "**Grantor**", and collectively, the "**Grantors**"), in favor of CapitalSource Finance LLC, a Delaware limited liability company, as administrative agent and collateral agent for the Lenders under the Credit Agreement (as defined below) (in such capacities, "**Secured Party**").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof among Symark Acquisition Company, Inc. ("**Borrower**"), the other Credit Parties named therein, if any, Secured Party and the Lenders (as the same exists and may be amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the "**Credit Agreement**"), the Lenders have agreed to provide the Term Loan to Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, each Grantor granted to Secured Party, for itself and the benefit of the Lenders, certain liens on the Collateral to secure its respective Obligations under the Credit Agreement pursuant to the terms of the Security Agreement (as defined in the Credit Agreement); and

WHEREAS, pursuant to the terms of the Security Agreement, each Grantor is required to execute and deliver this Acknowledgement in favor of Secured Party, for itself and the benefit of the Lenders.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Secured Party and Lenders to enter into the Loan Documents and to make Loans to Borrower thereunder, each Grantor hereby agrees with Secured Party as follows:

Section 1. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement or, to the extent the same are used or defined therein, the meanings provided in Article 9 of the UCC in effect on the date hereof. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. This Acknowledgement shall mean such agreement as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time. Unless otherwise specified, all accounting terms not defined in the Loan Documents shall have the meanings given to such terms in and shall be interpreted in accordance with GAAP. References in this Acknowledgement to any Person shall include such Person and its successors and permitted assigns.

Section 2. Reaffirmation of Grant of Security Interest in Intellectual Property Collateral. 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, hereby reaffirms its grant to Secured Party, for itself and the benefit of the Lenders, of a first priority security interest in the Collateral subject to Permitted Liens, and further collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Secured

Party, for itself and the benefit of the Lenders, and grants to Secured Party, for itself and the benefit of the Lenders, a lien on and security interest in all of its right, title and interest in, to and under the following Collateral of Grantor (herein referred to as "Intellectual Property Collateral"):

(a) all of its owned Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;

all renewals, reissues, continuations or extensions of the foregoing;

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

all Proceeds of the foregoing, including 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;

(b) all of its Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule II hereto;

all renewals, reissues, continuations or extensions of the foregoing; and

all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future infringement or dilution of any Copyright or Copyright licensed under any Copyright License; and

(c) all of its Patents and Patent Licenses to which it is a party, including those referred to on Schedule III hereto;

all renewals, reissues, continuations or extensions of the foregoing; and


all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

Section 3. Acknowledgement. The security interests reaffirmed herein are granted in conjunction with the security interest granted to Secured Party, for itself and the benefit of the Lenders, pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party and Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent that there is any conflict or inconsistency between this Acknowledgement and the Security Agreement, the terms and conditions of the Security Agreement shall govern.


**[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT
BLANK.]**

IN WITNESS WHEREOF, Grantor has caused this Acknowledgement of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

SYMARK INTERNATIONAL, INC., as Grantor

By: 
Name Blair Flicker
Title: Assistant Secretary

SYMARK ACQUISITION COMPANY, INC., as Grantor

By: 
Name: Erin O'Brien
Title: Vice President

Accepted and Agreed:

CAPITALSOURCE FINANCE LLC, as Secured Party

By: _____
Name:
Title:

Signature Page to Acknowledgment of IP Collateral Lien

IN WITNESS WHEREOF, Grantor has caused this Acknowledgement of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

SYMARK INTERNATIONAL, INC., as Grantor

By: _____

Name: _____

Title: _____

SYMARK ACQUISITION COMPANY, INC., as Grantor


By: _____

Name: _____

Title: _____

Accepted and Agreed:

CAPITALSOURCE FINANCE LLC, as Secured Party

By:  _____

Name: **Peggy Balsawer**

Title: **Associate General Counsel
Corporate Finance**

Signature page to Acknowledgment of IP Collateral Lien

**TRADEMARK
REEL: 003479 FRAME: 0436**

SCHEDULE I
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS

<u>Mark</u>	<u>Jurisdiction</u>	<u>Registration or Serial Number</u>	<u>Date</u>	<u>Owner</u>
PowerBroker	United States	2,139,979	03/03/98	Symark International, Inc.
PowerPassword	United States	2,050,675	04/08/97	Symark International, Inc.
Symark	United States	2,779,365	11/04/03	Symark International, Inc.
PowerKeeper	United States	3,090,819	05/09/06	Symark International, Inc.
PowerBroker	Canada	618,731	09/07/04	Symark International, Inc.
PowerPassword	Canada	625,347	11/15/04	Symark International, Inc.
Symark	Canada	625,979	11/19/04	Symark International, Inc.
PowerBroker	Mexico	814,680	10/24/03	Symark International, Inc.
Symark	Mexico	814,679	10/24/03	Symark International, Inc.
PowerBroker	European Community	3,098,431	12/21/04	Symark International, Inc.
PowerPassword	European Community	3,098,803	12/21/04	Symark International, Inc.
Symark	European Community	3,098,787	12/21/04	Symark International, Inc.
PowerPassword	United Kingdom	2,054,542	09/27/96	Symark International, Inc.
PowerPassword	Benelux	597,324	06/01/97	Symark International, Inc.
PowerPassword	Sweden	0307424	12/29/95	Symark International, Inc.
PowerBroker	Singapore	T03/01012E	01/29/03	Symark International, Inc.
PowerPassword	Singapore	T03/01022B	01/29/03	Symark International, Inc.

Symark	Singapore	T03/01011G	01/29/03	Symark International, Inc.
PowerBroker	Panama	132181 01	06/30/04	Symark International, Inc.
PowerPassword	Panama	132182 01	06/30/04	Symark International, Inc.
Symark	Panama	132180 01	06/30/04	Symark International, Inc.
PowerBroker	Australia	947,534	03/17/03	Symark International, Inc.
PowerPassword	Australia	947,533	03/17/03	Symark International, Inc.
Symark	Australia	947,535	03/17/03	Symark International, Inc.

B. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Owner</u>
PowerAdvantage	United States	78/834,212	03/10/06	Symark International, Inc.
PowerSeries	United States	78/959,740	08/24/06	Symark International, Inc.
PowerReplay	United States	78,962,619	08/29/06	Symark International, Inc.
PowerBroker	Brazil	825,318,432	02/20/03	Symark International, Inc.
PowerPassword	Brazil	825,318,440	02/20/03	Symark International, Inc.
Symark	Brazil	825,318,424	02/20/03	Symark International, Inc.

C. TRADEMARK LICENSES

None.

D. LIST OF URLS/DOMAIN NAMES:

www.symark.com

www.symarksoftware.com

www.symark.net

www.symark.org

www.symark.biz

www.symarkinternational.com

www.symarksoftware.eu

www.powerkeeper.com

SCHEDULE II
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
COPYRIGHT REGISTRATIONS

A. REGISTERED COPYRIGHTS

<u>Copyright</u>	<u>Registration Number</u>	<u>Registration Date</u>
Squeezpak 3.0	TX-3-313-653	03/31/92
Squeezpak 3.2	TX-3-313-651	03/31/92
PakManager 2.0	TX 3-321-857	03/31/92
PakManager 3.0	TX 3-313-652	03/31/92
Distributed Disk Manager (DDM) 1.0	TX 3-291-395	03/31/92
DDM – Agent 1.0	TX 3-321-859	03/31/92

B. COPYRIGHT APPLICATIONS

None.

C. COPYRIGHT LICENSES

None.

SCHEDULE III
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
PATENT REGISTRATIONS

A. REGISTERED PATENTS

None.

B. PATENT APPLICATIONS

None.

C. PATENT LICENSES

None.