

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Subordinated Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aylward Enterprises, LLC		02/02/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Patriot Capital Funding, Inc.		
Street Address:	274 Riverside Avenue, First Floor		
City:	Westport		
State/Country:	CONNECTICUT		
Postal Code:	06880		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1630600	AYLWARD	
CORRESPONDENCE DATA			
Fax Number:	(203)975-7180		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	203-353-6834		
Email:	clondon@eapdlaw.com		
Correspondent Name:	Edwards Angell Palmer & Dodge LLP		
Address Line 1:	301 Tresser Boulevard		
Address Line 2:	Paralegal Christina London		
Address Line 4:	Stamford, CONNECTICUT 06901		
ATTORNEY DOCKET NUMBER:	50222.0015 AYLWARD		
NAME OF SUBMITTER:	Christina London		
Signature:	/christina london/		

CH \$40.00 1630600

Date:

02/12/2007

Total Attachments: 5

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SUBORDINATED TRADEMARK SECURITY AGREEMENT

Subordinated Trademark Security Agreement, dated as of February 2, 2007 (the "Agreement"), by AYLWARD ENTERPRISES, LLC, a Delaware limited liability company ("Borrower" or "Grantor"), for itself and on behalf of its Subsidiaries, to and in favor of PATRIOT CAPITAL FUNDING, INC., a Delaware corporation ("Agent"), in its capacity as agent for the Purchasers (Agent, in such capacity, "Secured Party") identified in the Subordinated Secured Credit Agreement (as the same may be amended, restated, substituted, supplemented or otherwise modified from time to time, the "Credit Agreement") among Grantor, Agent and the Purchasers from time to time party thereto dated of even date herewith.

WITNESSETH:

WHEREAS, the Grantor is party to a Subordinated Security Agreement of even date herewith (the "Security Agreement") in favor of the Agent pursuant to which the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, as defined in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its and its Subsidiaries' right, title and interest in, to and under all the following pledged Collateral (the "Trademark Collateral"):

- (a) Trademarks listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

Notwithstanding the foregoing, "Trademark Collateral" shall not include any general intangibles or other rights arising under any contracts, instruments, licenses or other documents relating to any of the foregoing Patent Collateral as to which the grant of a security interest would (i) constitute a violation of a valid and effective restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained or (ii) give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder pursuant to any valid and effective provision thereof.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Agent for the benefit of the Secured Parties in the Trademarks with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the

security interest in the Trademarks 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement, the Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, Lien and security interest in the Trademarks under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

SECTION 6. Intercreditor Agreement. Notwithstanding anything contained herein to the contrary, the liens and security interests granted to the Agent for the benefit of the Secured Parties under this Agreement are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

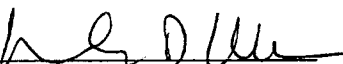
[Signature page follows]

[Signature Page to Subordinated Trademark Security Agreement]

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

Very truly yours,

AYLWARD ENTERPRISES, LLC, a Delaware
limited liability company

By: 
Name: Mark D. Ullman
Title: Chairman

Accepted and Agreed:

PATRIOT CAPITAL FUNDING, INC.,
a Delaware corporation, as Agent and Secured Party

By: _____
Name:
Title:

By: _____
Name:
Title:

[Signature Page to Subordinated Trademark Security Agreement]

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

Very truly yours,

AYLWARD ENTERPRISES, LLC, a Delaware
limited liability company

By: _____

Name:

Title:

Accepted and Agreed:

PATRIOT CAPITAL FUNDING, INC.,
a Delaware corporation, as Agent and Secured Party

By: _____

Name: *Cliff Wells*
Name: CLIFF WELLS

Title: CIO

By: _____

Name: *Matt Colucci*
Name: MATT COLUCCI

Title: MD

SCHEDULE I
to
Subordinated Trademark Security Agreement

Registered trademarks and trademark applications (U.S. only) of AYLWARD ENTERPRISES, LLC, a Delaware limited liability company and its subsidiaries:

1. Registered Trademarks
 - a. Mark: AYLWARD. U.S. Registration No. 1,630,600. Expiration date February 13, 2011.

2. Common Law Trademarks
 - a. SPYRO FEED (word)
goods: blister packing machine and related products and services

 - b. SPYRO FEED with design
goods: blister packing machine and related products and services

 - c. XYZ FEED
goods: blister packing machine and related products and services

 - d. design of a pyramid with ellipse
goods: blister packing machine and related products and services

 - e. design of a script upper case A
goods: blister packing machine and related products and services

Service marks and service mark applications: None.