

02-14-2007

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

Form PTO-1594 (Rev. 07/05)  
Collection 0651-0027 (exp. )



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2-12-07

To the Director of the U. S. Pat. and Trademark Office, send the enclosed documents or the new address(es) below.

**1. Name of conveying party(ies):**  
Planit Solutions, Inc.

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation- State: Alabama  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  Yes  No

Additional names, addresses, or citizenship attached?  Yes  No

Name: HSBC Bank plc, as Security Trustee  
Internal \_\_\_\_\_  
Address: \_\_\_\_\_  
Street Address: 8 Canada Square  
City: London  
State: \_\_\_\_\_  
Country: UK      Zip: E14 5 HQ

Association      Citizenship United Kingdom  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship \_\_\_\_\_  
 Other \_\_\_\_\_      Citizenship \_\_\_\_\_

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)

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

Execution Date(s) December 6, 2006

Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

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

A. Trademark Application No.(s) \_\_\_\_\_  
B. Trademark Registration No.(s) 2794210, 2801992, 2777748, 2777747, 2777749

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: Elizabeth J. Burns  
Internal Address: Kirkland & Ellis  
Street Address: 200 E. Randolph Street  
City: Chicago  
State: IL      Zip: 60601  
Phone Number: 312-819-4573  
Fax Number: 312-660-0954  
Email Address: eburns@kirkland.com

**6. Total number of applications and registrations involved:** 5

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$ 140.00

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: 02/14/2007 MULLER 00000012 2794210  
Authorized Use Code: 01 FC:0521  
02 FC:0522

**9. Signature:** Elizabeth J. Burns      Date: Jan 12, 2007  
Signature  
Elizabeth J. Burns  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

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

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**IP Security Agreement**") dated Dec 6<sup>th</sup>, 2006, is made by the Persons listed on the signature pages hereof (collectively, the "**Grantors**") in favor of HSBC Bank plc, as Security Trustee (the "**Security Trustee**") for the Secured Parties (as defined in the Senior Credit Agreement referred to below).

WHEREAS, Grantors are Guarantors (as defined in the Senior Credit Agreement) under that certain Senior Credit Agreement dated as of September 28, 2006 (said Agreement, as it may be amended, amended and restated, supplemented or otherwise modified from time to time, being the "**Senior Credit Agreement**") with Velocity Holdings Limited ("**Parent**"), Velocity Investco Limited ("**Company**"), Velocity Acquisitions Limited ("**Bidco**"), the Borrowers (as defined in the Senior Credit Agreement), the Lenders party thereto, and HSBC Bank plc in its various capacities as Agent and Security Trustee (each as defined therein).

WHEREAS, in satisfaction of a condition precedent to the Utilisation of the Facilities under the Senior Credit Agreement, each Grantor has executed and delivered that certain Security Agreement dated \_\_\_\_\_, 2006 made by the Grantors to the Security Trustee (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"). Terms defined in the Senior Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined therein.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Security Trustee, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Security Trustee for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "**Collateral**"):

- (i) the patents and patent applications set forth in Schedule A hereto (the "**Patents**");
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications and the marks that are the subject thereof under applicable federal law), together with the goodwill symbolized thereby (the "**Trademarks**");
- (iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright

TRADEMARK

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registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "*Copyrights*");

- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all other rights throughout the world in the foregoing, including without limitation all rights provided by international treaties or conventions, all rights corresponding thereto and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;
- (v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

Notwithstanding the foregoing, the Collateral shall not include any of the foregoing items of intellectual property to the extent that the grant of a security interest therein pursuant to this Security Agreement (i) would invalidate or cause any Grantor to forfeit, in whole or in material part, the underlying rights of the Grantor in such intellectual property, (ii) is prohibited by such intellectual property without the consent of any other party thereto and such prohibition is legally enforceable under applicable law, (iii) would give any other party to such intellectual property the right to terminate its obligations thereunder and such right is enforceable under applicable law or (iv) is not permitted without the consent of another party, if the requirement to obtain such consent is legally enforceable and such consent has not been obtained; provided, that in any event any accounts or any money or other amounts due or to become due under any such intellectual property otherwise excluded from the Collateral by virtue of this provision shall be included in the Collateral to the extent permitted by Sections 9-406 through Section 9-409 of the Uniform Commercial Code. In the event that the basis for any item of intellectual property being excluded from the Collateral by virtue of the preceding sentence shall at any time cease to apply to such item, such item shall immediately and at all times thereafter constitute a part of and be included in the Collateral.

**SECTION 2. Security for Obligations.** The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Finance Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

**SECTION 3. Recordation.** Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Security Trustee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.


IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.


Address for Notices:

3800 Palisades Dr.  
Tuscaloosa, AL 35405

GRANTOR:

PLANIT SOLUTIONS, INC.

By:   
Name: Brian Pryor  
Title: Authorized Signatory

By:   
Name: JONATHAN LEE  
Title: AUTHORIZED SIGNATORY

SCHEDULE A

Patents: None.

SCHEDULE B

Trademarks:

<u>Mark</u>	<u>U.S. Registration Number</u>
CABINET VISION	2794210
CABINET VISION	2801992
SOLID DESIGN	2777748
MANAGE IT!	2777747
PHOTOVISION	2777749

SCHEDULE C

Copyrights: None.

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