

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																											
NATURE OF CONVEYANCE:	SECURITY INTEREST																											
CONVEYING PARTY DATA																												
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>FSI Merger Sub Corp., t/b/k/a Freedom Scientific Inc.</td> <td></td> <td>04/25/2007</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>Freedom Scientific BLV Group, LLC</td> <td></td> <td>04/25/2007</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> <tr> <td>Freedom Scientific Holdings Corp.</td> <td></td> <td>04/25/2007</td> <td>CORPORATION: DELAWARE</td> </tr> </tbody> </table>	Name	Formerly	Execution Date	Entity Type	FSI Merger Sub Corp., t/b/k/a Freedom Scientific Inc.		04/25/2007	CORPORATION: DELAWARE	Freedom Scientific BLV Group, LLC		04/25/2007	LIMITED LIABILITY COMPANY: DELAWARE	Freedom Scientific Holdings Corp.		04/25/2007	CORPORATION: DELAWARE												
Name	Formerly	Execution Date	Entity Type																									
FSI Merger Sub Corp., t/b/k/a Freedom Scientific Inc.		04/25/2007	CORPORATION: DELAWARE																									
Freedom Scientific BLV Group, LLC		04/25/2007	LIMITED LIABILITY COMPANY: DELAWARE																									
Freedom Scientific Holdings Corp.		04/25/2007	CORPORATION: DELAWARE																									
RECEIVING PARTY DATA																												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Churchill Financial LLC, as Administrative Agent</td> </tr> <tr> <td>Street Address:</td> <td>400 Park Avenue</td> </tr> <tr> <td>Internal Address:</td> <td>Suite 1510</td> </tr> <tr> <td>City:</td> <td>New York</td> </tr> <tr> <td>State/Country:</td> <td>NEW YORK</td> </tr> <tr> <td>Postal Code:</td> <td>10022</td> </tr> <tr> <td>Entity Type:</td> <td>LIMITED LIABILITY COMPANY:</td> </tr> </table>	Name:	Churchill Financial LLC, as Administrative Agent	Street Address:	400 Park Avenue	Internal Address:	Suite 1510	City:	New York	State/Country:	NEW YORK	Postal Code:	10022	Entity Type:	LIMITED LIABILITY COMPANY:														
Name:	Churchill Financial LLC, as Administrative Agent																											
Street Address:	400 Park Avenue																											
Internal Address:	Suite 1510																											
City:	New York																											
State/Country:	NEW YORK																											
Postal Code:	10022																											
Entity Type:	LIMITED LIABILITY COMPANY:																											
PROPERTY NUMBERS Total: 8																												
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Property Type</th> <th style="width: 20%;">Number</th> <th style="width: 60%;">Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>3142224</td> <td>MAGIC</td> </tr> <tr> <td>Registration Number:</td> <td>3024437</td> <td>SCANTALKER</td> </tr> <tr> <td>Registration Number:</td> <td>2787622</td> <td>TESTTALKER</td> </tr> <tr> <td>Registration Number:</td> <td>2681934</td> <td>WHIZ WHEELS</td> </tr> <tr> <td>Registration Number:</td> <td>2520226</td> <td>FREEDOM SCIENTIFIC</td> </tr> <tr> <td>Registration Number:</td> <td>1606168</td> <td>JAWS</td> </tr> <tr> <td>Serial Number:</td> <td>78815118</td> <td>TOPAZ</td> </tr> <tr> <td>Serial Number:</td> <td>78815299</td> <td>OPAL</td> </tr> </tbody> </table>	Property Type	Number	Word Mark	Registration Number:	3142224	MAGIC	Registration Number:	3024437	SCANTALKER	Registration Number:	2787622	TESTTALKER	Registration Number:	2681934	WHIZ WHEELS	Registration Number:	2520226	FREEDOM SCIENTIFIC	Registration Number:	1606168	JAWS	Serial Number:	78815118	TOPAZ	Serial Number:	78815299	OPAL	
Property Type	Number	Word Mark																										
Registration Number:	3142224	MAGIC																										
Registration Number:	3024437	SCANTALKER																										
Registration Number:	2787622	TESTTALKER																										
Registration Number:	2681934	WHIZ WHEELS																										
Registration Number:	2520226	FREEDOM SCIENTIFIC																										
Registration Number:	1606168	JAWS																										
Serial Number:	78815118	TOPAZ																										
Serial Number:	78815299	OPAL																										
CORRESPONDENCE DATA																												

OP \$215.00 3142224

Fax Number: (312)863-7806
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-863-7198
Email: nancy.brougher@goldbergkohn.com
Correspondent Name: Nancy Brougher c/o Goldberg Kohn
Address Line 1: 55 East Monroe Street
Address Line 2: Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:

6165.002

NAME OF SUBMITTER:

Nancy Brougher

Signature:

/njb/

Date:

04/27/2007

Total Attachments: 11

source=Freedom Scientific Trademark Security Agreement#page1.tif
source=Freedom Scientific Trademark Security Agreement#page2.tif
source=Freedom Scientific Trademark Security Agreement#page3.tif
source=Freedom Scientific Trademark Security Agreement#page4.tif
source=Freedom Scientific Trademark Security Agreement#page5.tif
source=Freedom Scientific Trademark Security Agreement#page6.tif
source=Freedom Scientific Trademark Security Agreement#page7.tif
source=Freedom Scientific Trademark Security Agreement#page8.tif
source=Freedom Scientific Trademark Security Agreement#page9.tif
source=Freedom Scientific Trademark Security Agreement#page10.tif
source=Freedom Scientific Trademark Security Agreement#page11.tif

GUARANTY AND SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 25, 2007, is made by the each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Churchill Financial LLC ("Churchill"), as administrative agent and (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and as sole lead arranger.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 25, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among FSI Merger Sub Corp., t/b/k/a Freedom Scientific Inc., a Delaware corporation (the "Borrower"), Freedom Scientific BLV Group, LLC, a Delaware limited liability company, Freedom Scientific Holdings Corp., a Delaware corporation, the Lenders and the L/C Issuers from time to time party thereto and Churchill, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

FSI MERGER SUB CORP., T/B/K/A FREEDOM
SCIENTIFIC INC., as Grantor

By

Name:
Title:

Ray Pafaleo
Ray Pafaleo
CFO

FREEDOM SCIENTIFIC BLV GROUP, LLC, as Grantor

By

Name:
Title:

Ray Pafaleo
Ray Pafaleo
CFO

FREEDOM SCIENTIFIC HOLDINGS CORP., as a Grantor

By

Name:
Title:

Ray Pafaleo
Ray Pafaleo
CFO

ACCEPTED AND AGREED
as of the date first above written:

CHURCHILL FINANCIAL LLC, as
Administrative Agent

By

Name:
Title:

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

Very truly yours,

FSI MERGER SUB CORP., T/B/K/A FREEDOM
SCIENTIFIC INC., as Grantor

By _____
Name:
Title:

FREEDOM SCIENTIFIC BLV GROUP, LLC, as Grantor

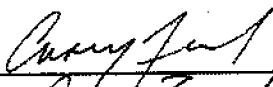
By _____
Name:
Title:

FREEDOM SCIENTIFIC HOLDINGS CORP., as a Grantor

By _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

CHURCHILL FINANCIAL LLC, as
Administrative Agent

By 
Name: Cheryl Zampetti
Title: MD

ACKNOWLEDGMENT OF GRANTOR

State of Florida

County of Pinellas

ss.

On this 24 day of April 2007 before me personally appeared Roy Rapaleo, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Freedom Scientific BLV Group, LLC, who being by me duly sworn did depose and say that he/she is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said limited liability company.


Notary Public

CHRISTINE J. KELLY
Notary Public, State of Florida
My Comm. Expires May 31, 2008
No. 00000000

ACKNOWLEDGMENT OF GRANTOR

State of Florida

County of Pinellas

ss.

On this 24 day of April 2007 before me personally appeared Roy Rafales, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of FSI Merger Sub Corp., t/b/k/a Freedom Scientific Inc., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

CHRISTINE J. KELLY
Notary Public, State of Florida
My Comm. Expires May 31, 2008
No. DD324811


ACKNOWLEDGMENT OF GRANTOR

State of Florida

County of Pinellas

ss.

On this 24 day of April 2007 before me personally appeared Roy Raphael, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Freedom Scientific Holdings Corp., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

CHRISTINE J. KELLY
Notary Public, State of Florida
My Comm. Expires May 31, 2008
No. DD324611

**SCHEDULE I
TO TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
Magic	3142224	9/12/06
Scantalker	3024437	12/6/05
Testtalker	2787622	11/25/03
Whiz Wheels	2681934	1/28/03
Freedom Scientific	2520226	12/18/01
Jaws	1606168	7/17/90

TRADEMARK APPLICATIONS

TRADEMARK APPLICATION	SERIAL NUMBER	APPLICATION DATE
Topaz	78-815118	2/15/06
Opal	78-815299	2/15/06

IP LICENSES

Licenses.

1. OEM License Agreement, dated September 11, 1998, between Freedom Scientific BLV Group LLC and Duxbury Systems, Inc.
2. License Agreement, dated March 6, 2001, between the Borrower and Texthelp Systems Ltd.
3. Runtime License Agreement, dated May 29, 2002, between ABBYY USA Software House, Inc. and the Borrower.
4. OEM License Agreement, dated June 13, 2002, between the Borrower and ScanSoft, Inc.
5. License and Distribution Agreement, dated August 2004, between Microsoft Corporation and the Borrower.
6. Development License Agreement, dated September 30, 2004, between Microsoft Corporation and the Borrower.

7. Software Licensing Agreement, dated December 24, 2004, between the Borrower and Acapela Group.
8. Amendment, dated June 26, 2006, to Software Licensing Agreement between the Borrower and Acapela Group.
9. OEM Software Agreement, dated January 7, 2005, between the Borrower and Wizard Software Corporation.
10. OEM Customer License Agreement, dated January 20, 2005, between the Borrower and Microsoft Licensing, GP.
11. OEM Embedded Operating Systems License Agreement, dated May 3, 2005, between the Borrower and Microsoft Licensing, GP.
12. Software License Agreement, dated June 28, 2005, between Cisco Systems, Inc. and the Borrower.
13. Settlement and License Agreement, dated October 14, 2005, between Kuizweil Educational Systems, Inc. and the Borrower.
14. Agreement, dated February 28, 2007, between Two Pilots and the Borrower.
15. Software License Agreement, dated January 31, 2003, as amended, between Freedom Scientific GmbH and Department of Telecommunications and Telematics, Budapest University of Technology and Economics.
16. License Agreement, dated November 15, 2005, between the Borrower and Retina Hong Kong.
17. Master Agreement for Software Development and Services, dated December 11, 2006, between Freedom Scientific BLV Group LLC and Ascent Credit Services Pvt., Ltd.
18. Agreement, dated November 9, 2006, between Freedom Scientific BLV Group LLC and Visually Impaired Foundation.
19. License Agreement, dated October 24, 2005, between the Borrower and Handy Tech GmbH.
20. Agreement for Data Storage and Transfer, dated June 13, 2006, between Alan Labs, Inc. and the Borrower.
21. Licensed Works Agreement, dated December 16, 2003, between the Borrower and IBM.
22. 1st Amendment to the Professional Services Agreement and Schedule No. 1, dated November 21, 2003.

23. Agreement for Consulting Services, dated December 1, 2003, between the Borrower and America Online, Inc.
24. Software Licensing Agreement, dated September 25, 2006, between Freedom Scientific BLV Group, LLC and Educational Testing Service.
25. Software Licensing Agreement, dated November 6, 2002, between Freedom Scientific BLV Group, LLC and Centro de Investigacion.
26. Master Agreement for Software Development and Services, dated March 21, 2007, between Freedom Scientific BLV Group LLC and Ascent Credit Services Pvt. Ltd.
27. Content License Agreement, dated August 15, 2006, between the Borrower and Wordsmyth.
28. Amendment to Microsoft Mobile Device 2003 Software Pre-Release Development Agreement, dated September 18, 2003, between the Borrower and Microsoft Corporation.
29. Microsoft OEM Embedded Operating Systems License Agreement For Reference Platform Devices, dated September 1, 2002, between the Borrower and Microsoft Leasing, Inc.
30. Amendment Number 1 to Microsoft OEM Embedded Operating Systems License Agreement For Reference Platform Devices, dated September 1, 2003, between the Borrower and Microsoft Leasing, Inc.
31. Amendment Number 3 to Microsoft OEM Embedded Operating Systems License Agreement For Reference Platform Devices, dated October 1, 2004, between the Borrower and Microsoft Leasing, Inc.
32. Microsoft Windows Mobile Software Development License Agreement for Original Equipment Manufacturers and Original Device Manufactures, dated September 30, 2004, between the Borrower and Microsoft Corporation.
33. Amendment, dated June 24, 2005, to Microsoft Windows Mobile Software Development License Agreement for Original Equipment Manufacturers and Original Device Manufactures, dated September 30, 2004, between the Borrower and Microsoft Corporation.
34. Agreement for Data Storage and Transfer, dated June 13, 2006, between the Borrower and Alan Labs, Inc. and related Service Level Agreement.
35. Serial Agreement for Evaluation of Unreleased Software, between the Borrower and Adobe Systems, Incorporated.
36. Agreement, dated August 19, 2005, between the Borrower and IntelliTools, Inc.
37. Software License Agreement for Distribution, dated August 11, 2006, between Freedom Scientific BLV Group, LLC and Destinator Technologies GmbH.

38. Software License Agreement, dated May 24, 2005, between the Borrower and Peernet, Inc.
39. Windows CE BSP and Common OAL License Statement and Limited Warranty, dated June 24, 2003, between the Borrower and Entelechy Consulting.
40. Amendment to Windows CE BSP and Common OAL License Statement and Limited Warranty, dated June 24, 2003, between the Borrower and Entelechy Consulting.
41. Software Licensing Agreement, dated December 24, 2004, between Freedom Scientific BLV, LLC and Elan Speech, part of the Acapela Group.
42. Sentinel Licensed Technology License Agreement, dated March 12, 2003, between the Borrower and Rainbow Technologies.