

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VANCO DIRECT USA, LLC		04/24/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	LLOYDS TSB BANK PLC		
Street Address:	Wine Street		
Internal Address:	Bank House		
City:	Bristol		
State/Country:	UNITED KINGDOM		
Postal Code:	BS1 2AN		
Entity Type:	Public Limited Company:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2465030	UNIVERSAL ACCESS	
Registration Number:	2467115	UNIVERSALACCESS	
CORRESPONDENCE DATA			
Fax Number:	(704)353-3692		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	704.331.7400		
Email:	docket@kennedycovington.com		
Correspondent Name:	Karl S. Sawyer, Jr.		
Address Line 1:	214 North Tryon Street		
Address Line 2:	Hearst Tower, 47th Floor		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	31806.004		

OP \$65.00 2465030

DOMESTIC REPRESENTATIVE

900075629

**TRADEMARK
 REEL: 003532 FRAME: 0080**

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Karl S. Sawyer, Jr.

Signature:

/karl s sawyer jr./

Date:

04/30/2007

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of April 24, 2007 by and between VANCO DIRECT USA, LLC, a Delaware limited liability company (the "Grantor"), having its chief executive office at 200 S. Wacker Drive, 16th Floor, Chicago, Illinois 60606 and LLOYDS TSB BANK PLC, as Agent for the ratable benefit of itself and the other Finance Parties (the "Agent"), with offices at Bank House, Wine Street, Bristol, BS1 2AN, United Kingdom.

This Agreement is executed pursuant to the terms of that certain Collateral Agreement dated as of April 24, 2007 by and among the Grantor, certain of its Subsidiaries party thereto and the Agent (as amended, restated, supplemented or otherwise modified, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Agent a continuing security interest in all of the Grantor's right, title to and interest in, and under the following, whether presently existing or hereafter arising or acquired:

(i) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Grantor, including, without limitation, each Trademark, Trademark registration and Trademark application described on Schedule A;

(ii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark or Trademark registration, including, without limitation, any Trademark or Trademark registration described on Schedule A or (b) injury to the goodwill associated with any Trademark or Trademark registration; and

(iii) all products and proceeds of the foregoing.

The rights and remedies of the Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in, the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

VANCO DIRECT USA, LLC, as Grantor

By: Theodore F. Raffetto
Name: Theodore F. Raffetto
Title: CEO

ACKNOWLEDGMENT

STATE OF New Jersey
COUNTY OF Monmouth

I, Susan P. Barrett, a Notary Public for said County and State, do hereby certify that Theodore F. Raffetto personally appeared before me this day and stated that (s)he is CEO of Vanco Direct USA, LLC, and acknowledged, on behalf of Vanco Direct USA, LLC the due execution of the foregoing instrument.

Witness my hand and official seal, this 23 day of April, 2007.

Susan P. Barrett
Notary Public

My commission expires:

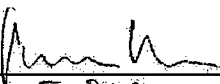
SUSAN P. BARRETT
NOTARY PUBLIC OF NEW JERSEY
ID NO: 2065122
My Commission Expires July 27, 2011



[Signature Pages Continue]

Agreed and Accepted as of the
24th day of April, 2007.

LLOYDS TSB BANK PLC,
as Agent

By: 
Name: J. Pearl
Title: Director

[Trademark Security Agreement - Vance]

TRADEMARK
REEL: 003532 FRAME: 0084

Schedule A to Trademark Security Agreement

TRADEMARKS and TRADEMARK APPLICATIONS

<u>Owner/Registrant</u>	<u>Service Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Vanco Direct USA, LLC	UNIVERSAL ACCESS	2,465,030	July 3, 2001
Vanco Direct USA, LLC	UNIVERSAL ACCESS	2,467,115	July 10, 2001

[Trademark Security Agreement - Vanco]