Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SIGMA COMMUNICATIONS, LLC		105/01/2007	LIMITED LIABILITY COMPANY: INDIANA

RECEIVING PARTY DATA

Name:	WELLS FARGO FOOTHILL, INC.
Street Address:	2450 Colorado Avenue, Suite 3000 W
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3176824	LINEGRABBER
Registration Number:	3168624	MOBILIZATION PLUS
Registration Number:	2791833	PEOPLE MOVER
Registration Number:	2070136	R911
Registration Number:	1935919	REVERSE 911
Registration Number:	2825609	REVERSE911.NET
Serial Number:	78781560	MASSCALL

CORRESPONDENCE DATA

Fax Number: (213)630-5011

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 213-891-5011

Email: jhawke@buchalter.com

Correspondent Name: Jody Hawke

Address Line 1: 1000 Wilshire Boulevard, Suite 1500

REEL: 003533 FRAME: 0068

TRADEMARK

900075760

Address Line 4: Los Angeles, CALIFORNIA 90017-2457		
ATTORNEY DOCKET NUMBER:	F6384-1206	
NAME OF SUBMITTER:	Jody Hawke	
Signature:	/Jody Hawke/	
Date:	05/01/2007	
Total Attachments: 6 source=wff-sigma-tm#page1.tif source=wff-sigma-tm#page2.tif source=wff-sigma-tm#page3.tif source=wff-sigma-tm#page4.tif source=wff-sigma-tm#page6.tif		

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "<u>Trademark Security Agreement</u>") is made this 1st day of May, 2007, between the Grantors listed on the signature pages hereof (collectively, jointly and severally, "<u>Grantors</u>" and each individually, "Grantor") and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group and the Bank Product Providers (together with its successors and assigns in such capacity, "<u>Agent</u>").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of January 27, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Plant Holdings, Inc., a Delaware corporation ("Parent"), and each of Parent's Subsidiaries identified on the signature pages thereof (such Subsidiaries are referred to hereinafter individually as a "Borrower" and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Amended and Restated Security Agreement dated as of January 27, 2006 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

- 1. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.
- 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
- (a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;
 - (b) all modifications, reissues, continuations, extensions, and renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or

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any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

- 3. <u>SECURITY AGREEMENT</u>. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark 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.
- 4. <u>AUTHORIZATION TO SUPPLEMENT</u>. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this <u>Section 4</u>, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending <u>Schedule I</u> to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend <u>Schedule I</u> shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on <u>Schedule I</u>.
- 5. <u>COUNTERPARTS</u>. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature page follows]

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IN WITNESS WHEREOF, 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.

GRANTOR:

SIGMA COMMUNICATIONS, LLC, an Indiana limited liability company

Name:

Trademark Security Agreement

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC., a California corporation, as Agent

By:

Nichol S. Shuart Vice President

Trademark Security Agreement

SCHEDULE I to TRADEMARK SECURITY AGREEMENT

Trademark Registrations

		If Foreign Registration,	
<u>Description</u>	Registration No.	Country	Issue Dates
LINEGRABBER	237122	Norway	1/5/2007
LINEGRABBER	384,459	Sweden	10/27/2006
LINEGRABBER	3,176,824		11/28/2006
MASSCALL	384,458	Sweden	10/27/2006
MOBILIZATION PLUS	237123	Norway	1/5/2007
MOBILIZATION PLUS	384,457	Sweden	10/27/2006
MOBILIZATION PLUS	3,168,624	A-A-A-A-A-A-A-A-A-A-A-A-A-A-A-A-A-A-A-	11/7/2006
PEOPLE MOVER	2,791,833		12/9/2003
R 911	2,070,136		6/10/1997
R112	4,548,954	European Union (CTM)	8/3/2006
R999	4,548,971	European Union (CTM)	8/3/2006
REVERSE 112	4,549,218	European Union (CTM)	8/3/2006
REVERSE 911	1,935,919		11/14/1995
REVERSE 999	4,549,259	European Union (CTM)	8/3/2006
REVERSE112.NET	4,550,497	European Union (CTM)	8/3/2006
REVERSE911.NET	2,825,609		3/23/2004
REVERSE999.NET	4,550,471	European Union (CTM)	8/3/2006
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K&E 11782814.

Trademark Applications

	If Foreign Registration	
Application No	_	Filing Dates
1,308,594	Canada	6/28/2006
5210232	European Union	7/5/2006
	(CTM)	
791442	Mexico	6/28/2006
1,308,595	Canada	6/28/2006
5010010	T TT *	71510007
5210018		7/5/2006
	(CIM)	
791441	Mexico	6/28/2006
***************************************	·	
200606808	Norway	6/29/2006
78/781 560		12/28/2005
707701,500		12/20/2003
1,308,596	Canada	6/28/2006
5210026		7/5/2006
	(CIM)	
791440	Mexico	6/28/2006
	5210232 791442 1,308,595 5210018 791441 200606808 78/781,560 1,308,596 5210026	Application No. Registration, 1,308,594 Canada 5210232 European Union (CTM) 791442 Mexico 1,308,595 Canada 5210018 European Union (CTM) 791441 Mexico 200606808 Norway 78/781,560 Canada 5210026 European Union (CTM)

RECORDED: 05/01/2007