

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Carolina Manufacturer's Services, Inc.		04/29/2007	CORPORATION: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wachovia Bank, National Association		
<b>Street Address:</b>	201 South College Street		
<b>Internal Address:</b>	8th Floor		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28288-0680		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1983918	PROFILES	
Registration Number:	2620412	ALINEA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(704)353-3698		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	704 331 5792		
<b>Email:</b>	dmillard@kennedycovington.com		
<b>Correspondent Name:</b>	Karl S. Sawyer, Jr.		
<b>Address Line 1:</b>	214 N Tryon St, Hearst Tower 47th Floor		
<b>Address Line 2:</b>	Kennedy Covington Lobdell & Hickman, LLP		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	13567.160 CAROMFGSERVICES		
<b>NAME OF SUBMITTER:</b>	Karl S. Sawyer, Jr.		

OP \$65.00 1983918

Signature:

/Karl S. Sawyer, Jr./

Date:

05/08/2007

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of April 29, 2007 by and between CAROLINA MANUFACTURER'S SERVICES, INC., a North Carolina corporation (the "Grantor"), having its chief executive office at 2650 Pilgrim Court, Winston-Salem, NC 27106, and WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "Administrative Agent"), with offices at 201 South College Street, 8<sup>th</sup> Floor, Charlotte, North Carolina 28288-0680 for the ratable benefit of the banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of April 29, 2007 (as amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and between Inmar, Inc., a North Carolina corporation, as the Borrower, Inmar Holdings, Inc., a Delaware corporation, the Lenders and the Administrative Agent.

This Agreement is executed pursuant to the terms of a Collateral Agreement dated as of April 29, 2007 by and among Inmar, Inc., a North Carolina corporation, Inmar Holdings, Inc., a Delaware corporation, certain of its Subsidiaries party thereto, including the Grantor and the Administrative 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 Administrative Agent, a continuing security interest in all of the Grantor's right, title and interest in, to 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) each Trademark License, including, without limitation, each Trademark License described on Schedule B;
- (iii) 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 under any Trademark licensed under any Trademark License, including, without limitation, any Trademark License described on Schedule B, (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark License or (c) breach or enforcement of any Trademark License; and
- (iv) all products and proceeds of the foregoing.

The rights and remedies of the Administrative 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 PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 27<sup>th</sup> day of April, 2007.

CAROLINA MANUFACTURER'S SERVICES, INC., as Grantor

By: *Drew M. Dixon*  
Name: Drew M. Dixon  
Title: Chief Financial Officer

ACKNOWLEDGMENT

STATE OF North Carolina  
COUNTY OF Forsyth

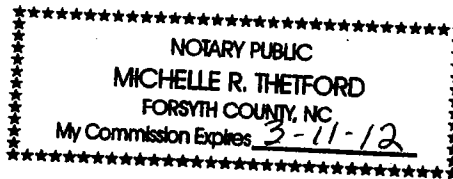
I, Michelle R. Thetford a Notary Public for said County and State, do hereby certify that Drew M. Dixon personally appeared before me this day and stated that he is Chief Financial Officer of Carolina Manufacturer's Services, Inc. and acknowledged, on behalf of Carolina Manufacturer's Services, Inc. the due execution of the foregoing instrument.

Witness my hand and official seal, this 27 day of April, 2007.

*Michelle R. Thetford*  
Notary Public

My commission expires:


March 11, 2012



[Signature Pages Continue]

Agreed and Accepted as of the  
29<sup>th</sup> day of April, 2007.

WACHOVIA BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

By:   
Name: Robert Sewin  
Title: Director

Schedule A to Trademark Security Agreement

<b>Trademark</b>	<b>Registration or Serial No.</b>	<b>Registration or Filing Date</b>	<b>Affidavit of Use</b>	<b>Renewal Due</b>
ProFiles	1,983,918	July 2, 1996	March 13, 1995	July 2, 2016
Alinea	2,620,412	September 17, 2002	January 27, 2000	September 17, 2008

[Trademark Security Agreement - CMS]

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**TRADEMARK**  
**REEL: 003537 FRAME: 0741**

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None