

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Dutko Worldwide, LLC	FORMERLY The Dutko Group Companies	05/11/2007	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CapitalSource Finance LLC, as Administrative Agent		
<b>Street Address:</b>	4445 Willard Avenue		
<b>Internal Address:</b>	12th Floor		
<b>City:</b>	Chevy Chase		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20815		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3156383	DUTKO WORLDWIDE	
Registration Number:	3212267	DUTKO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)577-4688		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(312)577-8416		
<b>Email:</b>	carole.dobbins@kattenlaw.com		
<b>Correspondent Name:</b>	Carole Dobbins c/o Katten Muchin		
<b>Address Line 1:</b>	525 W. Monroe St.		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	330119-00138		
<b>NAME OF SUBMITTER:</b>	Carole Dobbins		

**CH \$65.00 3156383**

Signature:	/Carole Dobbins/
Date:	05/11/2007
<b>Total Attachments: 7</b> source=trademark security agreement#page1.tif source=trademark security agreement#page2.tif source=trademark security agreement#page3.tif source=trademark security agreement#page4.tif source=trademark security agreement#page5.tif source=trademark security agreement#page6.tif source=trademark security agreement#page7.tif	

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of May 11, 2007 (this "Trademark Security Agreement"), is made by and between **DUTKO WORLDWIDE, LLC**, a Delaware limited liability company, located at 412 First Street, S.E., Suite 100 Washington, DC 20003 ("Assignor") in favor of **CAPITALSOURCE FINANCE LLC**, a Delaware limited liability company, located at 4445 Willard Avenue, 12<sup>th</sup> Floor, Chevy Chase, Maryland 20815, as administrative agent ("Assignee") for itself and certain other Lenders (as defined below).

### W I T N E S S E T H:

A. **WHEREAS**, pursuant to that certain Credit Agreement dated as of the date hereof by and among Dutko Midco LLC, a Delaware limited liability company ("Borrower"), Assignor, the other Guarantors party thereto, the other Persons, if any, named therein as Credit Parties, Assignee and Lenders (as defined therein) (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified and in effect, the "Credit Agreement"; all capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement), Lenders have agreed to make the Loans to Borrower and to issue Standby Letters of Credit to the Borrower and any of its Subsidiaries that are Credit Parties.

B. **WHEREAS**, As a condition precedent to Assignee and Lenders entering into the Credit Agreement, and the making of Loans and the issuance of Standby Letters of Credit, the Assignor, and other Grantors, entered into a Security Agreement dated as of the date hereof (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified and in effect, the "Security Agreement") to secure the prompt and complete payment, performance and observance of all of the Obligations and all renewals, extensions, restructurings and refinancings thereof, Assignor, and other Grantors, granted, mortgaged, pledged and hypothecated to Assignee, for the benefit of the Lender Parties, a security interest and lien upon all of its right, title and interest in, to and under, among other things, the Trademarks (as defined below) and other Trademark Collateral (as defined below).

**WHEREAS**, Assignor is the owner of the entire right, title and interest in, to and under Assignor's Trademarks listed on Schedule 1 hereto; and

**NOW, THEREFORE**, in consideration of the premises and to induce Assignee and Lenders to enter into the Credit Agreement, Assignor hereby agrees with Assignee as follows:

1. **Defined Terms.**

(a) **Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Trademark Security Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

(b) **Other Definitional Provisions.**

(i) The words "hereof," "herein" and "hereunder" and words of similar import when used in this Trademark Security Agreement shall refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement, and section and paragraph references are to this Trademark Security Agreement unless otherwise specified.

(ii) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

2. **Grant of Security Interest.** To secure the prompt and complete payment, performance and observance of all of the Obligations and all renewals, extensions, restructurings and refinancings thereof, Assignor hereby grants, mortgages, pledges and hypothecates to Assignee, for the benefit of the Lender Parties, a security interest and lien upon all of its right, title and interest in, to and under the following personal property, whether now owned by or owing to, or hereafter acquired by or arising in favor of Assignor, and whether owned or consigned by or to, or leased from or to, Assignor, and regardless of where located (all of which being hereinafter collectively referred to as the "Trademark Collateral"):

(a) (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, internet domain names, other source or business identifiers, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, including without limitation, each registration identified on Schedule 1 attached hereto and made a part hereof; and all applications (other than intent-to-use applications pursuant to 15 U.S.C. §1051 Section 1(b) and for which a form evidencing use of the mark in interstate commerce has not been filed with the PTO pursuant to 15 U.S.C. §1060(a) in connection therewith, including registrations, recordings and applications pursuant to 15 U.S.C. §1051 Section 1(b) and for which a form evidencing use of the mark in interstate commerce has not been filed with the PTO pursuant to 15 U.S.C. §1060(a) (other than intent-to-use applications) in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (ii) all reissues, extensions or renewals thereof; and (iii) all goodwill associated with or symbolized by any of the foregoing (collectively, the "Trademarks"); and

(b) all Proceeds, including without limitation insurance claims and other rights to payment in respect of the foregoing clause (a) not otherwise included in the foregoing and products of the foregoing and all accessions to, substitutions and replacements for, and rents and profits of, each of the foregoing.

(c) The foregoing notwithstanding, and with respect to the grants of Liens and security interests under this Trademark Security Agreement only, the term "Trademark Collateral" shall not include Excluded Collateral (as defined in the Security Agreement).

3. **Security Agreement.** This Trademark Security Agreement has been executed and delivered by Assignor for the purpose of recording the security interest of Assignee and Lenders in the Trademarks and other Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement and ancillary to, and not in limitation of, the security interest granted to Assignee and Lenders under

the Security Agreement. The Security Agreement (and all respective rights and remedies of Assignee and Lenders thereunder) shall remain in full force and effect in accordance with its terms.

4. **Termination; Release of Trademark Collateral.** (a) Subject to Section 11 of the Security Agreement, this Trademark Security Agreement shall remain in full force and effect until the Credit Agreement is terminated pursuant to Section 10.5 of the Credit Agreement, whereupon this Trademark Security Agreement shall terminate without further action on the part of any Person and all rights to the Trademark Collateral shall revert to the Assignor. At the request and sole expense of Assignor following any such termination, Assignee shall deliver to Assignor any Trademark Collateral held by Assignee hereunder, and execute and deliver to Assignor such documents as Assignor shall reasonably request to evidence such termination in accordance with and subject to Section 11.1 of the Credit Agreement. (b) If any of the Trademark Collateral shall be sold, transferred or otherwise disposed of by Assignor in a transaction permitted by the Credit Agreement, then Assignee, at the request and sole expense of Assignor, shall execute and deliver to Assignor all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on such Trademark Collateral. At the request and sole expense of the Borrower, a Subsidiary shall be released from its obligations hereunder in the event that all the Capital Stock of such Subsidiary shall be sold, transferred or otherwise disposed of in a transaction permitted by the Credit Agreement and any Trademark Collateral owned by such Subsidiary in which a security interest has been granted hereunder by such Assignee shall be automatically terminated. Assignee shall take all actions reasonably necessary to evidence such release of such obligations and the release of the security interests created hereby on any Trademark Collateral owned by such Subsidiary. At the request and sole expense of Assignor following any such termination, Assignee shall deliver to Assignor any Trademark Collateral held by Assignee hereunder, and execute and deliver to such Assignor such documents as Assignor shall reasonably request to evidence such termination in accordance with and subject to Section 11.1 of the Credit Agreement.

5. **Acknowledgement.** Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the security interest in the Trademarks and other Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any inconsistency between the terms of this Trademark Security Agreement and the terms of the Credit Agreement and Security Agreement, the terms of the Credit Agreement and Security Agreement shall govern.

6. **Binding Effect; Benefits.** This Trademark Security Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns except that Assignor may not assign its rights or obligations hereunder except as provided in Section 10.4 of the Credit Agreement. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the Obligations or any portion thereof or interest therein shall in any manner impair the Lien granted to Assignee, for the benefit of the Lender Parties, hereunder.

7. **GOVERNING LAW.** THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) THEREOF.

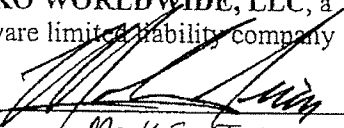
**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]**

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IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement to be executed by its duly authorized representatives as of the date first above written.

ASSIGNOR:

DUTKO WORLDWIDE, LLC, a  
Delaware limited liability company

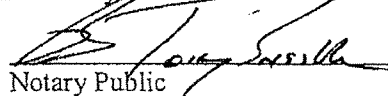
By:   
Name: Mark S. Trian  
Title: Chief Executive Officer

[to be completed by Assignor]

COUNTY OF )  
STATE OF ) SS.

Subscribed and sworn to before me, a Notary Public for the County and State aforesaid, this 8<sup>th</sup> day of May 2007, personally appeared MARK VIKON known to me to be the CEO of Dutko Worldwide, LLC, a Delaware limited liability company, which executed the foregoing instrument, and he duly acknowledged and swore to me that he executed the same.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

  
Notary Public  
My commission expires: 12-14-2011

B. Tony Snesko  
Notary Public, District of Columbia  
My Commission Expires 12/14/2011



**Schedule 1**

**Registered Trademarks and Trademark Applications**

United States Trademarks

By Dutko Worldwide, LLC f/k/a The Dutko Group Companies

<b><u>Mark</u></b>	<b><u>Registration No.</u></b>	<b><u>Registration Date</u></b>
<b>DUTKO</b>	3,212,267	2/27/2007
<b>DUTKO WORLDWIDE AND DESIGN</b>	3,156,383	10/17/2006

Foreign Trademarks (European Community Trademarks)

By Dutko Worldwide, LLC f/k/a The Dutko Group Companies

<b><u>Mark</u></b>	<b><u>Registration No.</u></b>	<b><u>Registration Date</u></b>
<b>DUTKO</b>	4538385	9/28/2006
<b>DUTKO WORLDWIDE AND DESIGN</b>	4538393	10/6/2006