

TRADEMARK ASSIGNMENT

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
ET US Holdings LLC		05/25/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	The CIT Group/Business Credit, Inc.		
Street Address:	30 South Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2809547	AIR2AIR	
CORRESPONDENCE DATA			
Fax Number:	(917)777-3059		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	917-735-3059		
Email:	jward@skadden.com		
Correspondent Name:	Jennifer Ward		
Address Line 1:	4 Times Square		
Address Line 2:	30-118		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	139900/554		
NAME OF SUBMITTER:	Jennifer Ward		
Signature:	/jw/		

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TRADEMARK
REEL: 003552 FRAME: 0001

Date:

05/31/2007

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 25, 2007, is made between ET US Holdings LLC (the "Grantor"), in favor of The CIT Group/Business Credit, Inc., as Administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the benefit of itself and the other Secured Parties.

WITNESSETH:

WHEREAS pursuant to the terms of that certain Credit Agreement, dated as of May 25, 2007 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among ET US Holdings LLC (the "Borrower"), each of Borrower's domestic subsidiaries identified on the signature pages thereof, the Administrative Agent, the lenders party thereto and the other parties thereto have agreed to extend credit and make certain financial accommodations to the Borrower;

WHEREAS pursuant to that certain Pledge and Security Agreement, of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between the Grantor and the Administrative Agent, the Grantor has granted to the Administrative Agent a security interest and continuing lien on all of the Grantor's right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), in each case whether now owned or existing or hereafter acquired or arising and wherever located to secure the prompt and complete payment and performance of all Secured Obligations (as defined in the Security Agreement) including the obligations of the Grantor under the Credit Agreement; and

WHEREAS pursuant to the Credit Agreement, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders (as defined in the Credit Agreement), the Issuing Bank (as defined in the Credit Agreement), and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the Issuing Bank to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademarks

The Grantor hereby grants to the Administrative Agent a security interest and continuing lien on all of the Grantor's right, title and interest in, to and under the following Collateral of the Grantor, in each case whether owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral") provided that applications filed in the U.S. Patent and Trademark Office to register trademarks or service marks on the basis of the Grantor's "intent to use" such marks will not be deemed Trademark Collateral unless and until the

filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted in the United States Patent and Trademark Office, whereupon such applications shall be automatically subject to the lien granted herein and deemed included in the Collateral:

- (i) all of its Trademarks and all Trademark Licenses, including, without limitation, those referred to on Schedule 1 hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business associated with, and symbolized by, each such Trademark; and
- (iv) all payments, income, royalties, all rights to payments, income and royalties, arising out of the sale, lease, license, assignment or other disposition thereof, and all proceeds 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.

The security interest and continuing lien granted under this Section 2 shall not attach to Excluded Property (as defined in the Security Agreement).

Section 3. Security for Obligations

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all Secured Obligations.

Section 4. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

Section 5. Grantor Remains Liable

The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall remain liable for all obligations under the Collateral, and shall assume full and complete responsibility for the prosecution, defense, enforcement or any other reasonably necessary or desirable actions in connection with their Trademarks and Intellectual Property Licenses subject to a security interest hereunder.

Section 6. Counterparts

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

Section 7. Governing Law

This agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with the laws of the State of New York, but giving effect to federal laws applicable to national banks.

[SIGNATURE PAGE FOLLOWS]

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

Very truly yours,

ET US HOLDINGS LLC,
as Grantor

By: William H. Wangerin, Jr.
Name: William H. Wangerin, Jr.
Title: Vice President

Trademark Security Agreement

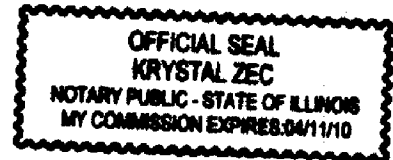
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ACKNOWLEDGEMENT OF GRANTOR

STATE OF Illinois)
) ss.
COUNTY OF Cook)

On this 22nd day of May, 2007 before me personally appeared William H. Wangerin, Jr., proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of ET US HOLDINGS LLC, who being by me duly sworn did depose and say that he 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 Managers and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Krystal Zec
Notary Public



Trademark Security Agreement

ACCEPTED AND AGREED
as of the date first above written:

THE CIT GROUP/BUSINESS CREDIT, INC.,
as Administrative Agent

By: 

Name: Donna H Evans

Title: Senior Vice President

Trademark Security Agreement

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

A. REGISTERED TRADEMARKS

Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date
AIR2AIR	United States	76277235	25-Jun-01	2809547	13-Feb-03

B. TRADEMARK APPLICATIONS

None.

C. INTELLECTUAL PROPERTY LICENSES

None.