

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
Eliassen Group LLC		05/31/2007	LIMITED LIABILITY COMPANY: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Bank of America		
Street Address:	100 Federal Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2442072	ELIASSEN GROUP, INC.	
Registration Number:	2442073		
Registration Number:	2504323	DON'T GO IT ALONE	
CORRESPONDENCE DATA			
Fax Number:	(617)338-2880		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-338-2819		
Email:	nmaduike@sandw.com		
Correspondent Name:	Nneoma Maduike		
Address Line 1:	One Post Office Square		
Address Line 2:	Sullivan & Worcester LLP		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	14663.61		
NAME OF SUBMITTER:	Nneoma Maduike		

CH \$90.00 2442072

Signature:	/Nneoma Maduike/
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Date:	05/31/2007
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Total Attachments: 13
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (hereinafter referred to as the "Agreement") dated as of May 31, 2007 by and between ELIASSEN GROUP, LLC, a Massachusetts limited liability company with its principal place of business at 30 Audubon Road, Wakefield, MA 01880 (the "Borrower"), and BANK OF AMERICA, N.A., (the "Bank") with an office at 100 Federal Street, Boston, Massachusetts 02110, as lender to the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, the Borrower has entered into a Credit Agreement, of even date herewith, between the Borrower and the Bank (as the same may be amended, modified, supplemented, or restated from time to time, the "Credit Agreement"; all capitalized terms used herein and not otherwise defined herein shall have the same meanings herein as in the Credit Agreement), pursuant to which the Bank has agreed to extend credit in the form of loans and issue Letters of Credit upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrower has entered into a Security Agreement, of even date herewith, with the Bank (as the same may be amended, modified, supplemented, or restated from time to time, the "Security Agreement"), pursuant to which the Borrower has granted to the Bank for the benefit of the Bank, a security interest in certain TM Collateral (as hereafter defined) of the Borrower and has agreed to execute and cause to be filed further documents required to be recorded or filed, in order to perfect and maintain the security interests granted under the Security Agreement;

WHEREAS, in order to induce the Bank to enter into the Credit Agreement, the Borrower has also agreed to grant a security interest in and collaterally assign the TM Collateral to secure the Borrower's obligations under the Loan Documents, including, without limitation, its obligations under the promissory notes issued by the Borrower pursuant to the Credit Agreement (as the same may be amended, amended and restated, modified or supplemented from time to time, the "Notes") and to place in the public record of the Patent and Trademark Office (as defined below) the security interest granted hereunder; and

NOW THEREFORE, for good and valuable consideration, and to secure the payment and performance of all the Secured Obligations (as defined below), the parties hereto agree as follows:

1. Definitions. All capitalized terms used herein and not otherwise defined shall have the meanings prescribed therefor in the Credit Agreement. The following additional terms, as used herein, shall have the following respective meanings:

"Business Judgment Exception" shall have the meaning set forth in Section 4 below.

"Patent and Trademark Office" means the United States Patent and Trademark Office.

“Permitted Lien” means any Lien that is permitted by Section 7.01(a) or (b) of the Credit Agreement.

“Secured Obligations” means advances to, and debts, liabilities, obligations, covenants and duties of, any Loan Party arising under the Credit Agreement, any Loan Document or otherwise with respect to any Obligation, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Loan Party or any Affiliate thereof of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding, including any amendments, renewals or replacements thereof and all obligations to the Bank arising under any Swap Contract (all such obligations being the “Underlying Debt”), and all obligations of every nature of the Borrower now or hereafter existing under this Agreement.

“Trademark License” means any agreement, whether written or oral, providing for the grant by the Borrower to any Person or Persons of any right to use any Trademark, including, without limitation, the Trademarks described in Schedule I hereto.

“Trademarks” means all of the following to the extent owned by the Borrower: all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including, without limitation, those described in Schedule I hereto, and all reissues, extensions or renewals thereof.

2. Grant of Security Interest. In furtherance and as confirmation of the security interests granted by the Borrower under the Security Agreement and in order to secure the prompt and complete payment and performance of all the Secured Obligations, together with any and all expenses which may be incurred by the Bank in collecting any or all of such Secured Obligations or enforcing any rights, obligations or liabilities under this Agreement, the Borrower hereby grants a security interest to the Bank in (including to the extent necessary to create or perfect such security interest under applicable law, a collateral assignment and pledge of) all of the Borrower’s present and future right, title and interest in and to the following whether presently existing or hereafter arising or acquired (collectively, the “TM Collateral”):

(a) all registered or unregistered trademarks of the Borrower (the “Trademarks”) and, where applicable, the federal registrations thereof, including, without limitation, the federal registrations listed on Schedule I attached hereto (the “Registered Trademarks”);

(b) the Borrower’s rights under any Trademark Licenses;

(c) all of the goodwill of the business connected with the use of, and symbolized by, each Trademark and Trademark License;

(d) all products and proceeds of each Trademark and Trademark License, including, without limitation, any claim by the Borrower against third parties for past, present or future infringement or dilution of any Trademark, including, without limitation, the Registered Trademarks, and any Trademark licensed under any Trademark License, or for injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License;

(e) all causes of action, claims and warranties now or hereafter owned or acquired by the Borrower in respect of any of the items listed above; and

(f) all proceeds of any of the items described in clauses (a) through (e).

Notwithstanding the Security Agreement, the collateral assignment and the pledge to the Bank, Borrower may continue to own, use and license the TM Collateral. Furthermore, notwithstanding anything in this Agreement, the "TM Collateral" described in this Agreement shall not include any Trademark Licenses to the extent that the granting of a security interest therein would be prohibited by applicable law, would constitute a breach thereof or is prohibited thereby and such prohibition is not ineffective under Sections 9-406, 9-407, 9-408 or 9-409 of Article 9 of the Uniform Commercial Code, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the U.S. Bankruptcy Code) or principles of equity; provided that (x) all accounts and payment intangibles arising under such Trademark Licenses contracts shall be included in the TM Collateral and (y) the TM Collateral shall include all payments and other property received or receivable in connection with any sale or other disposition of such Trademark Licenses; provided further that the foregoing exclusions shall not apply if such prohibition has been waived or such other Person has otherwise consented to the creation hereunder of a security interest in such Trademark Licenses; and provided further that immediately upon the ineffectiveness, lapse or termination of any such prohibition, the Bank shall be deemed to have granted a security interest in all its rights, title and interests in and to Trademark Licenses, as if such prohibition had never been in effect.

3. Representations and Warranties. As an inducement to the Bank to enter into this Agreement, the Borrower makes the following representations and warranties:

(a) Schedule I sets forth a complete and correct list of all Trademarks and Trademark Licenses in which the Borrower has any right, title or interest; said Trademarks are valid, subsisting, unexpired and in full force and effect, have not been adjudged invalid or unenforceable, in whole or in part, and have not been abandoned, except where so indicated on Schedule I; to the best of the Borrower's knowledge no holding, decision or judgment has been rendered by any governmental authorities which would be reasonably likely to limit, cancel or question the validity of any Trademark.

(b) The Borrower is the sole beneficial owner of the Registered Trademarks, and is the owner of or duly licensed to use or license any of the Trademarks, and, except for Permitted Liens, no Lien exists or will exist upon any Registered Trademark at any

time except for the collateral assignment thereof in favor of the Bank provided for herein, which collateral assignment and security interest constitutes a first priority perfected security interest in all of the Registered Trademarks, subject only to Permitted Liens.

(c) Except pursuant to Trademark Licenses entered into by the Borrower in the ordinary course of business, the Borrower owns and possesses the exclusive right to use, and has done nothing to authorize or enable any other Person to use the Registered Trademarks listed on Schedule I.

(d) To the best of the Borrower's knowledge, there is no infringement by others of any right of the Borrower with respect to any Trademark that could have a Material Adverse Effect, the Borrower is not infringing in any material respect upon any trademark of any other Person, and no proceedings have been instituted or are pending against the Borrower or to Borrower's knowledge, overtly threatened, alleging any such violation, which infringement or proceedings could have a Material Adverse Effect.

(e) All applications pertaining to the Trademarks have been duly and properly filed, and all registrations or letters pertaining to such Trademarks have been properly filed and issued.

4. Defense of TM Collateral, Etc. The Borrower agrees that it will at its expense, and at the Bank's reasonable request, defend the TM Collateral from any and all claims and demands of any other Person; provided, however, nothing herein shall prevent the Borrower in the exercise of its reasonable business judgment from determining that it is in the best interest of the Borrower to abandon any item of TM Collateral or to refrain from defending any item of TM Collateral against such claims or demands (the foregoing prerogative of the Borrower being sometimes referred to herein as the "Business Judgment Exception"). The Borrower hereby agrees to pay, indemnify, and hold the Bank harmless from and against any and all other liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses of disbursements or any kind or nature whatsoever with respect to the TM Collateral, including, without limitation, claims of trademark infringement to the extent such claims arise prior to the Bank's exercising a right of control over the TM Collateral pursuant hereto, provided that the Borrower shall have no obligation hereunder with respect to such indemnification arising from the Bank's gross negligence or willful misconduct.

5. Continued Use of Trademarks, Etc.

(a) During the term of this Agreement, the Borrower shall, subject in each case, to the Business Judgment Exception, (i) employ consistent standards of quality in its manufacture of products and delivery of services sold or provided under the Trademarks (and shall do any and all acts reasonably required by the Bank to ensure the Borrower's compliance with such standards), (ii) employ the appropriate notice of such Trademarks in connection with its use of such Trademarks, (iii) use each Trademark in such a manner as to maintain such Trademark in full force and effect free from any claim or abandonment for non-use, and (iv) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless the Bank shall obtain a perfected security interest in such mark pursuant to this Agreement. To the extent

provided under Section 6.10 of the Credit Agreement, the Borrower hereby grants to the Bank and its employees and agents the right to visit the Borrower's facilities which provide services sold under any of the Trademarks, and to inspect the products or monitor the services relating thereto upon reasonable notice and at reasonable times during regular business hours.

(b) Subject to the Business Judgment Exception, the Borrower agrees as follows: (i) the Borrower shall use its best ability to maintain the registration of the Registered Trademarks listed on Schedule I hereto in full force and effect by taking any action which it believes necessary, through attorneys of its choice, all at its expense and (ii) in the event that any Trademark is infringed by a third party which would reasonably be expected to have a Material Adverse Effect or if such infringement gives rise to litigation or to the filing of a claim or notice of opposition with the Trademark Office which may have a Material Adverse Effect, the Borrower shall promptly notify the Bank and shall take such actions as may be reasonably required to terminate such infringement. Any damages recovered from the infringing party shall be deemed to be part of the TM Collateral.

(c) The Borrower shall promptly notify the Bank if it knows, or has reason to know, that any application or registration relating to any Trademark may become abandoned or of any material adverse determination or development of any foreign or domestic governmental agency, court or body regarding the Borrower's ownership of any Trademark or its right to register the same or to keep and maintain the same.

6. No Assignments, Etc. The Borrower shall not, except as otherwise permitted by the Credit Agreement, grant, create or permit to exist any Lien upon the TM Collateral in favor of any other Person, or assign this Agreement or any rights in the TM Collateral without, in either case, the prior written approval of the Bank, and any such attempted Lien or assignment shall be void ab initio.

7. Continuing Liability. The Borrower hereby expressly agrees that, anything herein to the contrary notwithstanding, it shall remain liable under any Trademark License, interest or obligation with respect to which the Bank has been granted a security interest pursuant to Section 2 hereof to observe and perform all the conditions and obligations to be observed and performed by the Borrower thereunder, all in accordance with and pursuant to the terms and provisions thereof, except to the extent that any failure to observe or perform such condition or obligation would not have a Material Adverse Effect. The Bank shall not have any obligation or liability under any such Trademark License, interest or obligation by reason of or arising out of this Agreement or the conditional assignment thereof, or the grant of a security interest therein, to the Bank or the receipt by the Bank of any payment relating to any such Trademark License, interest or obligation pursuant hereto, nor shall the Bank be required or obligated in any manner to perform or fulfill any of the obligations of the Borrower thereunder or pursuant thereto, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any such Trademark License, interest or obligation, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

8. New Trademarks. If, before the Obligations shall have been satisfied in full and the Commitments of the Bank terminated, the Borrower, either by itself or through an agent, employee, licensee or designee, shall develop or obtain rights to any new Registered Trademarks, the Borrower shall give to the Bank prompt notice thereof in writing hereof, and shall execute and deliver, and file with the Patent and Trademark Office, a IP Security Agreement Supplement amending Schedule I hereto to include such new Registered Trademark thereon. Notwithstanding the foregoing, the Borrower hereby irrevocably appoints the Bank its true and lawful attorney (such appointment coupled with an interest), with full power of substitution, to execute an amendment of this Agreement on behalf of the Borrower amending Schedule I hereto to include such new Registered Trademark.

9. Retention of Rights. Unless and until an Event of Default shall have occurred and be continuing and the Bank shall have exercised its remedies hereunder, but subject to the terms and conditions of this Agreement, the Borrower shall retain the legal and equitable title to the TM Collateral and shall have full right to use the TM Collateral in the ordinary course of its business.

10. Remedies.

(a) If an Event of Default under the Credit Agreement has occurred and is continuing, the Bank may exercise, in addition to all other rights and remedies granted to it in this Agreement and any other Loan Document, all rights and remedies of a secured party under the Uniform Commercial Code. Without limiting the generality of the foregoing, the Borrower expressly agrees that in any such event the Bank, without demand of performance or other demand, advertisement or notice of any kind (except to such extent as notice may be required by applicable law with respect to the time or place of any public or Private sale) to or upon the Borrower or any other Person (all and each of which demands, advertisements and/or notices are hereby expressly waived), may forthwith collect, receive, appropriate and realize upon the TM Collateral, or any part thereof, and/or may forthwith sell, lease, license, assign, give an option or options to purchase, or sell or otherwise dispose of and deliver said TM Collateral (or contract to do so), or any part thereof, in one or more parcels at public or private sale or sales, at any exchange, broker's board or at any of the Bank's offices or elsewhere at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Bank shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the TM Collateral so sold, free of any right or equity of redemption in the Borrower, which right or equity is hereby expressly waived and released. To the extent permitted by applicable law, the Borrower waives all claims, damages and demands against the Bank arising out of the repossession, retention or sale of the TM Collateral.

(b) Without limiting the generality of the foregoing, if any Event of Default has occurred and is continuing:

(i) the Bank may (without assuming any obligations or liability thereunder), at any time and from time to time, enforce (and shall have the exclusive right to enforce) against any licensee or sublicensee all rights and remedies of the Borrower in,

to and under any Trademark Licenses and take or refrain from taking any action under any thereof, and the Borrower hereby releases the Bank from, and agrees to hold the Bank free and harmless from and against, any claims arising out of any lawful action so taken or omitted to be taken with respect thereto other than any claims arising by reason of Bank's own gross negligence or willful misconduct; and

(ii) upon request by the Bank, the Borrower will execute and deliver to the Bank a power of attorney, in addition to and supplemental to that set forth in Section 12 below, in form and substance reasonably satisfactory to the Bank, for the implementation of any lease, assignment, license, sublicense, a grant of option, sale or other disposition of a Trademark.

11. Power of Attorney. The Borrower hereby irrevocably appoints the Bank its true and lawful attorney (such appointment coupled with an interest), with full power of substitution, in the name of the Borrower, the Bank, or otherwise, for the sole use and benefit of the Bank, but at the Borrower's expense, to exercise (to the extent permitted by law), at any time and from time to time while an Event of Default has occurred and is continuing, all or any of the following powers with respect to all or any of the TM Collateral:

(a) to demand, sue for, collect, receive and give acquittance for any and all monies due or to become due thereon or by virtue thereof;

(b) to settle, compromise, compound, prosecute or defend any action or proceeding with respect thereto;

(c) to sell, transfer, assign or otherwise deal in or with the same or the proceeds or avails thereof, as fully and effectually as if the Bank were the absolute owner thereof;

(d) to extend the time of payment of any or all thereof and to make any allowance and other adjustments with reference thereto;

provided, however, that the Bank shall have no duty as to the protection of the TM Collateral or any income thereon, nor as to the preservation or rights against prior parties, nor as to the preservation of any rights pertaining thereto.

12. Further Assurances. The Borrower will, from time to time, at its expense, execute, deliver, file and record any statement, assignment, instrument, document, agreement, notice or other paper and take any other action that the Bank may from time to time reasonably determine to be necessary or desirable in order to create, preserve, upgrade in rank (to the extent required hereby), perfect, confirm or validate the TM Collateral or to enable the Bank to obtain the full benefits of this Agreement, or to enable the Bank to exercise and enforce any of its rights, powers and remedies hereunder with respect to any of the TM Collateral. At the reasonable request of the Bank, during the continuation of any Event of Default, the Borrower will use reasonable efforts to obtain the consent of any Person that is necessary or desirable to effect the pledge hereunder of any right, title, claims and benefits now owned or hereafter acquired by any Borrower in and to any TM Collateral. To the extent permitted by law, the

Borrower hereby authorizes the Bank to execute, file and record notices, financing statements or continuation statements without the Borrower's signature appearing thereon. The Borrower agrees that a carbon, photographic or other reproduction of this Agreement or of a financing statement is sufficient as a notice or financing statement. The Borrower shall pay the costs of, or incidental to, any recording or filing of any notice or financing or continuation statements concerning the TM Collateral.

13. Notices. All notices under this Agreement shall be in writing, and shall be given and shall be effective in accordance with the Credit Agreement.

14. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other Jurisdiction.

15. No Waiver; Cumulative Remedies. The Bank shall not, by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder, and no waiver shall be valid unless in writing, signed by the Bank, and then only to the extent therein set forth. A waiver by the Bank of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Bank would otherwise have had on any other occasion. No failure to exercise nor any delay in exercising on the part of the Bank any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law.

16. Waivers; Amendments. None of the terms and provisions of this Agreement may be waived, altered, modified or amended except by an instrument in writing executed by the parties hereto in accordance with the Credit Agreement.

17. Limitation by Law. All rights, remedies and powers provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions hereof are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this Agreement invalid, unenforceable in whole or in part or not entitled to be recorded, registered, or filed under the provisions of any applicable law.

18. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby. In the event of any assignment or transfer by the Bank of any of the TM Collateral, the Bank thereafter shall be fully discharged from any responsibility with respect to the TM Collateral so assigned or transferred, but the Bank shall retain all rights and powers hereby given with respect to any of the TM Collateral not so assigned or transferred. All representations, warranties and agreements of the Borrower if more than one are joint and several and all shall be binding upon the personal representatives, heirs, successors and assigns of the Borrower.

19. Governing Law; Jurisdiction; Etc.

(a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE COMMONWEALTH OF MASSACHUSETTS.

(b) BORROWER IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE COMMONWEALTH OF MASSACHUSETTS SITTING IN SUFFOLK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE DISTRICT OF MASSACHUSETTS, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH MASSACHUSETTS STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT BANK MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AGAINST BORROWER OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) BORROWER IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 9.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT

MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

20. Termination. Upon the payment or satisfaction in full of all Obligations (other than contingent indemnification obligations and obligations under Secured Hedge Agreements) and termination of all Commitments of the Bank, the security interest granted and collateral assignment made hereunder shall terminate and all rights to the Collateral shall revert to the Borrower and the Bank will execute all such documents as may be reasonably requested by the Borrower to release such security interests and to terminate such collateral assignment and to reassign the Collateral to the Borrower (without representation or warranty). If, after the security interest granted and the collateral assignment made hereunder are terminated, payment, or any part thereof, of any of the Secured Obligations is rescinded or must otherwise be restored or returned by the Bank upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Borrower or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, the Borrower or any substantial part of its property, or otherwise, the security interest granted and the collateral assignment made hereunder and all rights of the Bank to the Collateral shall be reinstated, all as though such payments had not been made.

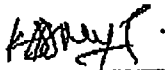
[Signature Page to Trademark Security and License Agreement]

{B0641834; 4}

TRADEMARK
REEL: 003552 FRAME: 0068

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

BLIASSEN GROUP, LLC

By: 
Name: Ken Dreyer
Title: CEO

BANK OF AMERICA, N.A.

By: _____
Name:

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

ELIASSEN GROUP, LLC

By: _____
Name:
Title:

BANK OF AMERICA, N.A.

By: *Jean S. Merthome*
Name: *Jean S. Merthome*

[Signature Page to Trademark Security Agreement]

SCHEDULE I

TRADEMARKS (including registered and material unregistered trademarks, trade names and service marks, and all applications for any of the foregoing.)

Mark	Country/ Jurisdiction	Serial No./ Filing Date	Reg. No./ Registered	Class	Status
Eliassen Group, Inc.*	U.S.		2,442,072 04/10/2001		Registered
Mona Lisa	U.S.		2,442,073 04/10/2001		Registered
DON'T GO IT ALONE	U.S.		2,504,323 11/06/2001		Registered

*Under the Business Judgment Exception, the Company may abandon these trademarks.

INTERNET DOMAIN NAMES

Aliassen.com
Aliasson.com
Cuttingedgeit.com
Egistar.com
Eliassen.com
EliassenGroup.com
Eliassen.com
Eliassen.com
Eliasson.com
Infrontpartners.com
MonaLisaIT.com