

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
Ballastronix (Delaware), Inc.		06/01/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CIT Lending Services Corporation		
Street Address:	505 Fifth Avenue		
Internal Address:	4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2134743	BALLASTRONIX INC.	
CORRESPONDENCE DATA			
Fax Number:	(212)836-8689		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2128367793		
Email:	dyong@kayescholer.com		
Correspondent Name:	Diana Yong c/o Kaye Scholer LLP		
Address Line 1:	425 Park Avenue		
Address Line 2:	17/70		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	09711/0030		
NAME OF SUBMITTER:	Diana Yong		
Signature:	/Diana Yong/		

CH \$40.00 2134743

Date:

06/06/2007

Total Attachments: 3

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FIRST LIEN SECURITY AGREEMENT
(TRADEMARKS)

WHEREAS, Ballastronix (Delaware), Inc., a Delaware corporation (herein referred to as "Grantor"), has adopted, used and is using the trademarks listed on the annexed Schedule 1 annexed hereto as part hereof, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Grantor is obligated to CIT Lending Services Corporation, as administrative and collateral agent (referred to herein as the "Grantee") and the other Secured Parties as defined in the First Lien Omnibus Pledge and Security Agreement dated as of June 1, 2007 (the "Security Agreement") among Grantor, the other Pledgors named therein and the Grantee for the payment and performance of the Secured Obligations (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, Grantor has granted to Grantee a security interest in all right, title and interest of Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations;

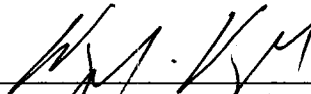
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Grantee a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Grantee's address is 505 Fifth Avenue, 4th Floor, New York, NY 10017.

IN WITNESS WHEREOF, Grantor has caused this First Lien Security Agreement (Trademarks) to be duly executed by its officer thereunto duly authorized as of the 1st day of June, 2007.

BALLASTRONIX (DELAWARE), INC.

By: 
Name: Wendell
Title: VP

Schedule 1 to First Lien Security Agreement (Trademarks)
Ballastronix (Delaware), Inc.

U.S. Trademark Registrations

Mark	App. No.	Reg. No.	Filed	Reg. Date
BALLASTRONIX INC.	74/584,879	2134743	10/12/1994	2/3/1998

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