

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
Powerway-Cohesia, Inc.		05/25/2007	CORPORATION: INDIANA

RECEIVING PARTY DATA

Name:	Tharp Capital, LLC
Street Address:	6910 North Shadeland Avenue, Suite 200
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46220
Entity Type:	LIMITED LIABILITY COMPANY: INDIANA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2079981	MASS
Registration Number:	2180958	SDL
Registration Number:	2347222	WE PROVIDE THE CRITICAL MASS
Registration Number:	2625715	INTELLIDOC
Registration Number:	2450179	COHESIA
Registration Number:	2439656	VIRTUAL SPECIFICATION
Serial Number:	78562061	SPEC STUDIO

CORRESPONDENCE DATA

Fax Number: (317)713-3699
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 317-713-3451
 Email: arollins@sommerbarnard.com
 Correspondent Name: Amy A. Rollins
 Address Line 1: One Indiana Square, Suite 3500
 Address Line 4: Indianapolis, INDIANA 46204

CH \$190.00 2079981

ATTORNEY DOCKET NUMBER:	11538-9624
NAME OF SUBMITTER:	Amy A. Rollins
Signature:	/Amy A. Rollins/
Date:	06/08/2007

Total Attachments: 9

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THIS AGREEMENT AND ALL OF THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO ARE SUBJECT IN ALL RESPECTS TO THE RIGHTS OF THE HOLDERS OF THE SENIOR DEBT AND THE PROVISIONS OF THE FOLLOWING AGREEMENTS: (A) THE SUBORDINATION AGREEMENT BY AND AMONG COMPANY, INVESTOR, SILICON VALLEY BANK, THE HUNTINGTON CAPITAL INVESTMENT COMPANY, DCX.NET HOLDING GMBH AND MAINSOURCE BANK, AS TRUSTEE, AS AMENDED, AND (B) THE THIRD SUPPLEMENTAL SUBORDINATION AGREEMENT BY AND AMONG COMPANY, INVESTOR, SUBSIDIARY, THE HUNTINGTON CAPITAL INVESTMENT COMPANY AND DCX.NET HOLDING GMBH, AS AMENDED.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made on the 21 day of May, 2007 between **Powerway-Cohesia, Inc.**, an Indiana corporation having a mailing address at 429 N. Pennsylvania Street, Suite 400, Indianapolis, Indiana 46204 ("Subsidiary") and **Tharp Capital, LLC**, an Indiana limited liability company having a mailing address at 6910 N. Shadeland Avenue, Suite 200, Indianapolis, Indiana 46220 (together with its successors and assigns, "Investor").

RECITALS

WHEREAS, Investor has entered into that certain First Amended and Restated Subordinated Notes and Warrants Purchase Agreement dated January 30, 2007 (as the same may be amended from time to time, the "Note Purchase Agreement"), with Powerway, Inc., an Indiana corporation ("Company"); and

WHEREAS, Subsidiary deems it to be in the direct pecuniary and business interests of Subsidiary that Company obtain from Investor the financial accommodations provided for in the Note Purchase Agreement and certain subordinate promissory notes in the aggregate principal face amount of \$11,000,000 (as amended from time to time, the "Notes"); and

WHEREAS, this Agreement is being executed and delivered by Subsidiary in consideration of Investor providing such financial accommodations, and for other valuable considerations; and

WHEREAS, Subsidiary has guaranteed payment of the Obligations, as hereinafter defined, pursuant a Guaranty of even date herewith (the "Guaranty"), which Guaranty is secured by a Security Agreement, a Copyright Security Agreement, and a Patent Security Agreement, each of even date herewith (collectively, with the Guaranty and this Agreement, the "Guaranty Documents").

NOW, THEREFORE, in consideration of the premises and the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. As used herein, the following terms, when initial capital letters are used, shall have the respective meanings set forth below or, if not defined below, as defined in the Note Purchase Agreement:

“Event of Default” shall mean (a) an “Event of Default” as defined in the Note Purchase Agreement, and (b) any event of default under any of the Guaranty Documents.

“Obligations” shall mean, collectively, all obligations of the Company or the Subsidiary under or in connection with: (a) the Guaranty Documents, (b) the Notes, (c) all other indebtedness now owing or hereafter incurred by Company to Investor pursuant to the Note Purchase Agreement and the Notes executed in connection therewith, (d) each renewal, extension, consolidation or refinancing of any of the foregoing, in whole or in part, (e) all interest from time to time accruing on any of the foregoing, and all fees and other amounts payable by Company to Investor pursuant to the Note Purchase Agreement, (f) every other liability, now or hereafter owing to Investor by Company or Subsidiary, and includes, without limitation, every liability, whether owing by only Company or by Company with one or more others in a several, joint or joint and several capacity, whether owing absolutely or contingently, whether created by note, overdraft, guaranty of payment or other contract or by quasi-contract, tort, statute or other operation of law, whether incurred directly to Investor or acquired by Investor by purchase, pledge or otherwise and whether participated to or from Investor in whole or in part, and (g) all costs and expenses, including attorney fees, incurred by Investor in connection with the Guaranty Documents and/or the Note Purchase Agreement or in connection with the collection of any portion of the indebtedness described in the foregoing clauses (a), (b), (c), (d), (e) or (f).

“Permitted Liens” shall mean the liens and interests in favor of the Investor granted in connection herewith or other Security Documents and, to the extent reflected on the Subsidiary’s books and records and not impairing the operations of the Subsidiary or any performance hereunder or contemplated hereby: (a) liens arising by operation of law for taxes not yet due and payable; (b) inchoate statutory liens of mechanics, materialmen, shippers and warehousemen for materials for which payment is not yet due; (c) liens incurred or deposits made in the ordinary course of business in connection with workers’ compensation, unemployment insurance and other types of social security; (d) liens, if any, specifically permitted by the Investor from time to time in writing; (e) the following if the validity or amount thereof is being contested in good faith and by appropriate and lawful proceedings promptly initiated and diligently conducted of which the Subsidiary has given prior notice to the Investor and for which appropriate reserves (in the Investor’s reasonable judgment) have been established and so long as levy and execution thereon have been and continue to be stayed: claims and liens for taxes due and payable and claims of mechanics, materialmen, shippers, warehousemen, carriers and landlords; (f) liens to secure statutory obligations, surety, customs and appeal bonds and other obligations of like nature, incurred in the ordinary course of business; (g) liens to secure obligations of the Company with respect to the Senior Debt; and (h) liens to secure the Obligations.

2. To secure the complete and timely satisfaction of all the Obligations, Subsidiary hereby grants, assigns and conveys to Investor a security interest in the entire right, title and interest of the Subsidiary in and to the trademark applications and trademarks listed in Schedule

A hereto (as the same may be amended pursuant hereto from time to time), including without limitation all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world (collectively referred to herein as the "Trademarks"), and the goodwill of the business to which each of the Trademarks relates.

3. Subsidiary represents and warrants that:
 - (a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;
 - (b) To the best of Subsidiary's knowledge, each of the Trademarks is valid and enforceable;
 - (c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any third person;
 - (d) Except for Permitted Liens, Subsidiary is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, registered user agreements and covenants by Subsidiary not to sue third persons;
 - (e) Subsidiary has the unqualified right to enter into this Agreement and perform its obligations hereunder;
 - (f) Subsidiary has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks; and
 - (g) Subsidiary has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Trademarks.

4. Subsidiary hereby grants to Investor and its employees and agents the right to visit Subsidiary's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours. Subsidiary shall do any and all acts required by Investor to ensure Subsidiary's compliance with Section 3(g).

5. Except for any agreement executed in connection with the Senior Debt, Subsidiary agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement which is inconsistent with Subsidiary's obligations under this Agreement, without Investor's prior written consent.

6. If, before the Obligations shall have been satisfied in full, Subsidiary shall obtain rights to any new trademarks, the provisions of Section 2 shall automatically apply thereto and Subsidiary shall give Investor prompt written notice thereof.

7. Subsidiary authorizes Investor to modify this Agreement by amending Schedule A to include any future trademarks and trademark applications covered by Sections 2 and 6 hereof.

8. Unless and until there shall have occurred an Event of Default, Investor hereby grants to Subsidiary the exclusive, nontransferable right and license to use the Trademarks on and in connection with products sold by Subsidiary, for Subsidiary's own benefit and account and for none other. Subsidiary agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Subsidiary in this Section 8, without the prior written consent of Investor, except for the granting of licenses in the ordinary course of business to resellers or other third parties in connection with (a) marketing Subsidiary's products or services or (b) advertising or otherwise publicizing use of Subsidiary's products or services.

9. If any Event of Default shall have occurred, subject to the rights of the holders of the Senior Debt, Subsidiary's license under the Trademarks, as set forth in Section 7, shall terminate forthwith, and Investor shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located and, without limiting the generality of the foregoing, Investor may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Subsidiary, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in Indiana, or elsewhere, all or from time to time any of the Trademarks, or any interest which Subsidiary may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to Subsidiary. Notice of any sale or other disposition of the Trademarks shall be given to Subsidiary at least five (5) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which Subsidiary hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Investor may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of Subsidiary, which right is hereby waived and released.

10. At such time as Company and/or Guarantor shall completely satisfy all of the Obligations, this Agreement shall terminate and Investor shall execute and deliver to Subsidiary all deeds, assignments and other instruments as may be necessary or proper to re-vest in Subsidiary full title to the Trademarks, subject to any disposition thereof which may have been made by Investor pursuant hereto.

11. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorney's fees and legal expenses incurred by Investor in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks,

shall be borne and paid by Subsidiary on demand by Investor and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest rate prescribed in the Note Purchase Agreement.

12. Subsidiary shall have the duty, through counsel acceptable to Investor, to prosecute diligently any trademark applications of the Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to make federal application on registrable but unregistered Trademarks, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are necessary or desirable to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with the Trademarks shall be borne by Subsidiary. Subsidiary shall not abandon any Trademark without the consent of Investor, which consent shall not be unreasonably withheld.

13. Subsidiary shall have the right, with the prior written consent of Investor, which will not be unreasonably withheld, to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Trademarks, in which event Investor may, if necessary, be joined as a nominal party to such suit if Investor shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Subsidiary shall promptly, upon demand, reimburse and indemnify Investor for all damages, costs and expenses, including attorney's fees, incurred by Investor in the fulfillment of the provisions of this Section 13.

14. In the event of the occurrence of an Event of Default, Subsidiary hereby authorizes and empowers Investor to make, constitute and appoint any officer or agent of Investor as Investor may select, in its exclusive discretion, as Subsidiary's true and lawful attorney-in-fact, with the power to endorse Subsidiary's name on all applications, documents, papers and instruments necessary for Investor to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or necessary for Investor to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. Subsidiary hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

15. If Subsidiary fails to comply with any of its obligations hereunder, Investor may do so in Subsidiary's name or in Investor's name, but at Subsidiary's expense, and Subsidiary hereby agrees to reimburse Investor in full for all expenses, including reasonable attorney's fees, incurred by Investor in protecting, defending and maintaining the Trademarks.

16. No course of dealing between Subsidiary and Investor or the Company and Investor, nor any failure to exercise, nor any delay in exercising, on the part of Investor, any right, power or privilege hereunder or under the Guaranty Documents or Note Purchase Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

17. All of Investor's rights and remedies with respect to the Trademarks, whether established hereby or by the Guaranty Documents, Note Purchase Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

18. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

19. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 7.

20. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

21. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Indiana.

22. Investor hereby acknowledges that the Obligations are subordinate to all Senior Debt.

[Signature page follows.]

599383

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

IN WITNESS WHEREOF, Subsidiary and Investor have caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

SUBSIDIARY:

POWERWAY-COHESIA, INC.

By: H. Dave Chambliss, CEO
H. Dave Chambliss, CEO

INVESTOR:

THARP CAPITAL, LLC

By: _____
Donald Tharp, its sole member

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for such County and State, personally appeared H. Dave Chambliss, in his capacity as Chief Executive Officer of Powerway-Cohesia, Inc., and acknowledged the execution of the above and foregoing Trademark Security Agreement for and on behalf of Powerway-Cohesia, Inc.

Date: 11/25, 2007

Janet L Case
Notary Public - Signed
Name (Printed): JANET L CASE

Notary Commission Expires: DEC 6, 2007
Notary County of Residence: HAMILTON

This instrument was prepared by: Brian Powers, Attorney at Law, 8888 Keystone Crossing, Suite 1400, Indianapolis, Indiana, 46240.

SCHEDULE A
Powerway-Cohesia Trademarks

<u>Trademark Name</u>	<u>Status</u>	<u>Filing Date</u>	<u>Number/Date</u>	<u>Date</u>
]MASS	Registered	74/728857 9/14/95	2079981 7/15/97	07/15/07
]SDL	Registered	74/728858 9/14/95	2180958 8/11/98	08/11/08
WE PROVIDE THE CRITICAL MASS	Registered	75/745746 7/08/99	2,347,222 5/02/00	05/02/10
INTELLIDOC	Registered	75/867,934 12/10/99	2,625,715 9/24/2002	9/24/2012
COHESIA	Registered	75/831,851 10/25/99	2,450,179 5/8/2001	5/8/2011
VIRTUAL SPECIFICATION	Registered	75/745,745 7/8/99	2,439,656 3/27/2001	3/27/2011
SPEC STUDIO	Pending	78/562,061 2/7/2005		