

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Trademark Security Interest (under the Trademark Security Agreement)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Sperry and Hutchinson Company, Inc.		06/25/2007	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	The Bank of New York, as Collateral Agent		
Street Address:	600 E. Las Colinas Blvd., Suite 1300		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	Unknown:		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	2572938	CLICK & EARN	
Registration Number:	2484258	GREEN POINTS	
Registration Number:	2942629	GREEN STAMPS	
Registration Number:	2395091	GREEN STAMPS	
Serial Number:	76487058	GREENPOINTS	
Registration Number:	0832225	IDEABOOK	
Registration Number:	2384909	INFOPILOT	
Registration Number:	2384910	INFOPILOT LEADING THE WAY TO CUSTOMER LOYALTY.	
Registration Number:	2949073	S&H	
Registration Number:	2397169	S&H	
Registration Number:	0778858	S & H	
Registration Number:	1517413	S & H GREEN SEALS	
Registration Number:	0778856	S & H GREEN STAMPS	

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TRADEMARK
REEL: 003569 FRAME: 0627

Registration Number:	1443517	S & H GREEN STAMPS SPERRY AND HUTCHINSON DISCOUNT FOR CASH VALUE 10 MILLS
Registration Number:	2484257	S&H GREEN POINTS
Registration Number:	2395090	S&H GREEN STAMPS
Registration Number:	1425096	S&H GREEN STAMPS SPERRY AND HUTCHINSON
Registration Number:	1436634	S&H GREEN STAMPS SPERRY AND HUTCHINSON 10 STAMPS VALUE 10 MILLS
Registration Number:	2924845	S&H SOLUTIONS
Registration Number:	0794932	SPERRY AND HUTCHINSON S&H DISCOUNT FOR CASH
Registration Number:	2409960	XINETIX

CORRESPONDENCE DATA

Fax Number: (213)430-6407

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: gdurham@omm.com

Correspondent Name: Gina M. Durham, Esq.

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Address Line 2: O'Melveny & Myers LLP

Address Line 4: Los Angeles, CALIFORNIA 90071

NAME OF SUBMITTER:	Gina M. Durham
Signature:	/Gina M. Durham/
Date:	06/27/2007

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT made as of June 25, 2007
(the "Agreement").

By and between:

The Obligor (as defined herein)

-and-

Collateral Agent (as defined herein)

WHEREAS, Solidus Networks, Inc., a Delaware corporation (the "Company"), certain subsidiaries of the Company (each, an "Original Guarantor" and, together with the Company, the "Original Obligors"), and The Bank of New York (the "Collateral Agent") have entered into an Amended and Restated Security Agreement dated as of December 6, 2005, as amended or supplemented from time to time (the "Amended Security Agreement"), pursuant to which, among other things, the Original Obligors agreed to grant to the Collateral Agent a continuing security interest in, among other things, the Trademarks (as defined herein).

WHEREAS, pursuant to the provisions of a certain Grantor Accession Agreement dated as of the date hereof (the "Grantor Accession Agreement") among the Collateral Agent, The Sperry and Hutchinson Company, Inc., a New Jersey corporation (the "Obligor"), and S&H Marketing, Inc., a Delaware corporation, the Obligor became a Grantor (as defined in the Amended Security Agreement).

NOW THEREFORE, in consideration of good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties), the parties agree as follows:

1. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Amended Security Agreement. As used herein, the following term shall have the following meaning:

"**Trademarks**" means all of the registered trademarks and pending trademark applications listed on Schedule A and all of the goodwill of the business connected with the use of, or symbolized by, such trademarks.

2. As security for the prompt and complete payment or performance in full when due, whether at stated maturity, by mandatory 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 of the Secured Obligations with respect to the Obligor, the Obligor hereby bargains, sells, conveys, assigns, sets over, mortgages, pledges, hypothecates and transfers to the Collateral Agent, its successors and assigns, on behalf of the Secured Parties, a security interest in all of such Obligor's right, title and interest in and to all of the Trademarks.

3. This Agreement is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon termination of the Amended Security Agreement or release of the Obligor's obligations thereunder, the Collateral Agent shall, upon such satisfaction, execute, acknowledge, and deliver to the Obligor an instrument in writing releasing the security interest in the Trademarks acquired under this Agreement. Additionally, upon such satisfaction, at the Obligor's expense, the Collateral Agent shall reasonably cooperate with any efforts made by the Obligor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the subject collateral.

4. The security interest in this Agreement has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent under the Amended Security Agreement. The Amended Security Agreement (and all rights and remedies of the Collateral Agent) shall remain in full force and effect in accordance with its terms. The rights and remedies of the Collateral Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Amended Security Agreement, all terms and provisions of which are incorporated herein by reference.

5. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. This Agreement shall be governed by and enforced in accordance with the laws of the State of New York, without giving effect to any conflicts of law principles.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

THE SPERRY AND HUTCHINSON
COMPANY, INC., as Obligor

By: 

Name: Steve Zelinger







Title: General Counsel and Secretary





THE BANK OF NEW YORK, as Collateral
Agent

By: Tracey Buckley
Name: TRACEY BUCKLEY
Title: VICE PRESIDENT

SCHEDULE A

TRADEMARKS

MARK	APP NO	REG NO	REG DATE	CLASS
CLICK & EARN	76078666	2572938	5/28/2002	35
GREEN POINTS	75672229	2484258	9/4/2001	35
GREEN STAMPS	76487057	2942629	4/19/2005	9
GREEN STAMPS	75672231	2395091	10/17/2000 renewal filed 10/13/06	35
GREENPOINTS	76487058			9
IDEABOOK 	72249081	0832225	7/18/1967	16
INFOPILOT 	75630884	2384909	9/12/2000	35
INFOPILOT LEADING THE WAY TO CUSTOMER LOYALTY 	75630886	2384910	9/12/2000	35
S & H	76487062	2949073	5/10/2005	9
S & H	75672200	2397169	10/24/2000 renewal filed 10/13/06	35
S & H 	72159620	0778858	10/20/1964	35
S & H GREEN SEALS 	73720066	1517413	12/20/1988	35
S & H GREEN STAMPS 	72159618	0778856	10/20/1964	35

MARK	APP NO	REG NO	REG DATE	CLASS
S & H GREEN STAMPS SPERRY AND HUTCHINSON DISCOUNT FOR CASH VALUE 10 MILLS 	73617979	1443517	6/16/1987	35
S&H GREEN POINTS	75672228	2484257	9/4/2001	35
S&H GREEN STAMPS	75672230	2395090	10/17/2000 renewal filed 10/13/06	35
S&H GREEN STAMPS SPERRY AND HUTCHINSON 	73600195	1425096	1/13/1987	35
S&H GREEN STAMPS SPERRY AND HUTCHINSON 10 STAMPS VALUE 10 MILLS 	73600196	1436634	4/14/1987	35
S&H SOLUTIONS	76573245	2924845	2/8/2005	35
SPERRY AND HUTCHINSON S&H DISCOUNT FOR CASH 	72200789	0794932	8/24/1965	42
XINETIX xinETix	75630340	2409960	12/5/2000	35