

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	amended and restated trademark security agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
sixnet, llc		06/28/2007	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	american capital financial services, inc.
<b>Street Address:</b>	2 bethesda metro center, 14th floor
<b>City:</b>	bethesda
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	20814
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Serial Number:	73451498	SIXNET
Serial Number:	74505765	SIXTRAK
Serial Number:	74637839	VERSATRAK
Serial Number:	75234765	REMOTETRAK
Serial Number:	75476541	ETHERTRAK
Serial Number:	76081575	ETHERBUS
Serial Number:	73690187	IOMUX
Serial Number:	76561746	IPM
Serial Number:	77090048	ETHERBUS

**CORRESPONDENCE DATA**

Fax Number: (213)430-6407  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: barbit@omm.com

CH \$240.00 73451498

Correspondent Name: beryl e. arbit  
Address Line 1: 400 south hope street  
Address Line 2: o'melveny & myers llp  
Address Line 4: los angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:

019,642-019

NAME OF SUBMITTER:

beryl e. arbit

Signature:

/beryl e. arbit/

Date:

07/03/2007

**Total Attachments: 9**

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**AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of June 28, 2007 (this "Agreement"), is between SIXNET, LLC, a limited liability company organized under the laws of Delaware (the "Grantor") and wholly owned by SIXNET HOLDINGS, LLC, a Delaware limited liability company ("Holdings" together with Grantor, the "Borrowers"), and AMERICAN CAPITAL FINANCIAL SERVICES, INC., a Delaware corporation, as Agent (in such capacity, the "Grantee") for the benefit of itself and the lenders that from time to time become parties (the "Lenders") under the Credit Agreement (as such term is hereinafter defined), amending and restating that certain Trademark Security Agreement (the "Original Agreement") dated as of May 31, 2005, between the Grantor and Grantee. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement.

RECITALS

**WHEREAS**, the Grantor owns the Trademarks listed on **Schedule 1** annexed hereto, and is a party to the Trademark Licenses listed on **Schedule 1** annexed hereto; and

**WHEREAS**, the Grantor and Holdings have entered into that certain Amended and Restated Credit Agreement of even date herewith (as the same may be amended, restated, modified or supplemented from time to time, the "Credit Agreement"), with the Grantee, as Agent for the benefit of the Lenders, and the Lenders, providing for extensions of credit and other financial accommodations to be made to the Borrowers by the Lenders; and

**WHEREAS**, pursuant to the terms of that certain Amended and Restated Security Agreement of even date herewith by and among the Grantor, Holdings and the Grantee, for the benefit of the Grantee and the Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Grantor has granted to the Grantee for the benefit of the Lenders a security interest in substantially all the assets of the Grantor including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), and Trademark Licenses, together with the goodwill of the business symbolized by the Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "Secured Obligations" (as defined in the Security Agreement);

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.1 Grant of Security. The Grantor does hereby grant to the Grantee a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(a) each Trademark, including, without limitation, the Trademarks (together with any reissues, continuations or extensions thereof) referred to in Schedule 1 annexed

hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;

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

(c) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark including, without limitation, the Trademarks referred to in Schedule 1 annexed hereto and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement and is not intended to increase the rights of the Grantee or the obligations of the Grantor beyond the rights and obligations contained in the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee 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.

1.2 Amendment and Restatement; Effectiveness.

(a) This Agreement shall not become effective until the Effective Date.

(b) On the Effective Date, the Original Agreement shall be amended and restated in its entirety by this Agreement, and the Original Agreement shall thereafter be of no further force and effect except to evidence the grant of security interest by Grantor to Grantee of the Trademark Collateral (as defined in the Original Agreement). This Agreement is not in any way intended to evidence payment or performance of all or any portion of the obligations and liabilities existing under the Original Agreement.

(c) The terms and conditions of this Agreement and the Grantee's and the Lenders' rights and remedies under this Agreement and the other Transaction Documents shall apply to (i) all of the Secured Obligations incurred under the Credit Agreement and the Notes issued thereunder and all Secured Obligations of the Grantor and Holdings incurred under the Transaction Documents and (ii) all of the Secured Obligations incurred under the Original Agreement and the Notes issued thereunder and all Secured Obligations of the Grantor and Holdings incurred under the Transaction Documents (the "Existing Transaction Documents").

(d) Grantor hereby reaffirms the Liens granted pursuant to the Existing Transaction Documents to Grantee for the benefit of the Purchasers (as defined in the Original Agreement), which Liens shall continue in full force and effect during the term of this Agreement and any renewals thereof and shall continue to secure the Secured Obligations.

(e) On and after the Effective Date, (i) all references to the Original Agreement in the Transaction Documents shall be deemed to refer to the Original Agreement, as amended and restated hereby, (ii) all references to any section (or subsection) of the Original Agreement in any

Transaction Document (but not herein) shall be amended to become, mutatis mutandis, references to the corresponding provisions of this Agreement and (iii) except as the context otherwise provides, on or after the Effective Date, all references to this Agreement herein shall be deemed to be reference to the Original Agreement, as amended and restated hereby.

(f) This amendment and restatement is limited as written and is not a consent to any other amendment, restatement, waiver or other modification, whether or not similar, and, except as expressly provided herein or in any other Transaction Document, all terms and conditions of the Transaction Documents remain in full force and effect unless otherwise specifically amended by this Agreement or any other Transaction Document.

[remainder of page intentionally left blank;  
signature page follows]

**IN WITNESS WHEREOF**, the Grantor has caused this Amended and Restated Trademark Security Agreement to be duly executed by its duly authorized officer on this \_\_\_\_ day of June, 2007.

GRANTOR:

**SIXNET, LLC**, a Delaware limited liability company

By:   
Name: Steve Schoenberg  
Title: Chief Executive Officer

Acknowledged by the Grantee:

**AMERICAN CAPITAL FINANCIAL SERVICES, INC.**,  
a Delaware corporation, as the Agent

By: \_\_\_\_\_  
Name: Joshua Phillips  
Title: Vice President

IN WITNESS WHEREOF, the Grantor has caused this Amended and Restated Trademark Security Agreement to be duly executed by its duly authorized officer on this \_\_\_\_ day of June, 2007.

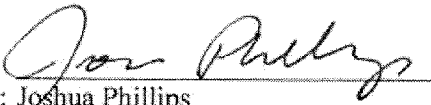
GRANTOR:

SIXNET, LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Name: Steve Schoenberg  
Title: Chief Executive Officer

Acknowledged by the Grantee:

AMERICAN CAPITAL FINANCIAL SERVICES, INC.,  
a Delaware corporation, as the Agent

By:   
Name: Joshua Phillips  
Title: Vice President

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Amended and Restated  
Trademark Security Agreement

LA1:1138954

**TRADEMARK**  
**REEL: 003573 FRAME: 0995**

Schedule 1  
to Amended and Restated Trademark Security Agreement

U.S. TRADEMARK REGISTRATIONS

Serial Number	Registration Number	Type	Description	Date of Registration	Owner of Record	Mark
73451498	1304832	WORDS, LETTERS, AND/OR NUMBERS IN STYLIZED FORM	N/A	November 13, 1984	Digitronics Inventionering Corporation d.b.a. Digitronics Corporatino DELAWARE PO BOX 767 Clifton Park NEW YORK 12065	
74505765	2006599	DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS	The drawing is lined for the color red.	October 8, 1996	DIGITRONICS INVENTIONEERING CORPORATION NEW YORK Post Office Box 767 Clifton Park NEW YORK 12065	
74637839	1997635	TYPED DRAWING	N/A	August 27, 1996	DIGITRONICS INVENTIONEERING CORPORATION NEW YORK Post Office Box 767 Clifton Park NEW YORK 12065	VERSATRAK
75234765	2237377	TYPED DRAWING	N/A	April 6, 1999	DIGITRONICS INVENTIONEERING CORPORATION DELAWARE Post Office	REMOTETRAK

Amended and Restated Trademark Security Agreement

LAI:1138954.4



Serial Number	Registration Number	Type	Description	Date of Registration	Owner of Record	Mark
75476541	2286706	TYPED DRAWING	N/A	October 12, 1999	Box 767 Clifton Park NEW YORK 12065	ETHERTRAK
76081575	2566098	TYPED DRAWING	N/A	April 30, 2002	Digitronics Inventioneering Corporation NEW YORK P.O. Box 767 Clifton Park NEW YORK 12065	ETHERBUS
73690187	1507909	TYPED DRAWING	N/A	October 11, 1988	DIGITRONICS INVENTIONEERING CORPORATION DELAWARE P.O. BOX 767 CLIFTON PARK NEW YORK 12605	IOMUX
76561746	2969356	TYPED DRAWING	N/A	7/29/2005	SIXNET, LLC DELAWARE Corporation P.O. Box 767 Clifton Park, NY 12065	IPM

FOREIGN TRADEMARK REGISTRATIONS

None.

U.S. TRADEMARK APPLICATIONS

Serial Number	Mark	Description	Filing Date	Applicant
77090048	ETHERBUS (color mark) <b>Etherbus</b> <sup>TM</sup>	Typed Drawing with Yellow background	January 24, 2007	SIXNET, LLC DELAWARE CORPORATION P.O. Box 767 Clifton Park, NY 12065

FOREIGN TRADEMARK APPLICATIONS

Serial Number	Foreign Country	Mark	Description	Filing Date	Applicant
005620687	European States	ETHERBUS	TYPED DRAWING	12/29/06	SIXNET, LLC DELAWARE CORPORATION P.O. Box 767 Clifton Park, NY 12065
1328292	Canada	ETHERBUS	TYPED DRAWING	12/14/06	SIXNET, LLC DELAWARE CORPORATION P.O. Box 767 Clifton Park, NY 12065
Hzt/20060715	China	ETHERBUS	TYPED DRAWING	12/6/06	SIXNET, LLC DELAWARE CORPORATION P.O. Box 767 Clifton Park, NY 12065
005956479	European States	ETHERBUS (color mark) <b>Etherbus</b>	Typed Drawing with Yellow background	5/31/07	SIXNET, LLC DELAWARE CORPORATION P.O. Box 767 Clifton Park, NY 12065
1348151	Canada	ETHERBUS	Typed Drawing with	5/18/07	SIXNET, LLC

Amended and Restated Trademark Security Agreement

LAI:1138954.4

		(color mark) <b>Etherbus</b>	Yellow background	(Priority Filing Date 1/24/07)	DELAWARE Corporation P.O. Box 767 Clifton Park, NY 12065
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TRADEMARK LICENSES

None.