

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kronos Incorporated		06/28/2007	CORPORATION:
RECEIVING PARTY DATA			
Name:	Credit Suisse, as Second Lien Collateral Agent		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1847262	KEEP.TRAC	
Registration Number:	2831559	VISIONWARE	
CORRESPONDENCE DATA			
Fax Number:	(202)756-9299		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	8002210770		
Email:	matthew.mayer@thomson.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1133 Avenue of the Americas		
Address Line 2:	Suite 3100		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	CSC # 976493		
NAME OF SUBMITTER:	Matthew Mayer		
Signature:	/Matthew Mayer/		

CH \$65.00 1847262

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TRADEMARK
REEL: 003581 FRAME: 0711

Date:

07/17/2007

Total Attachments: 6

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT (the "**Agreement**"), dated as of June 28, 2007, among the Person listed on the signature page hereof (the "**Grantor**"), and CREDIT SUISSE, as collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, the "**Collateral Agent**").

A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the Second Lien Security Agreement, dated as of June 11, 2007 (the "**Second Lien Security Agreement**"), among SEAHAWK ACQUISITION CORPORATION, a Delaware corporation ("**Holdings**"), SEAHAWK MERGER SUB CORPORATION, a Massachusetts corporation (which on the Closing Date merged with and into KRONOS INCORPORATED, a Massachusetts corporation, with KRONOS INCORPORATED surviving such merger as the borrower, the "**Borrower**"), each of the subsidiaries of the Borrower listed on Annex A thereto, and the Collateral Agent.

B. The rules of construction and other interpretive provisions specified in Sections 1.02, 1.05, 1.06 and 1.07 of the Second Lien Credit Agreement shall apply to this Supplement, including terms defined in the preamble and recitals hereto.

C. Pursuant to Section 4(d)(iv) of the Second Lien Security Agreement, each Grantor has agreed to execute or otherwise authenticate this Agreement for recording the Security Interest granted under the Second Lien Security Agreement to the Collateral Agent in all Trademark registrations that have been or may hereafter be issued or applications to register that have been or may hereafter be filed in the United States by such Grantor (the "**Registered Trademarks**") with the United States Patent and Trademark Office and any other Governmental Authorities located in the United States necessary to perfect the Security Interest hereunder in such Registered Trademarks.

Accordingly, the Collateral Agent and the Grantor agree as follows:

Section 1. *Grant of Security.* Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest (subject to any Permitted Liens) in all of such Grantor's right, title and interest in and to the Registered Trademarks, including those set forth in Schedule A hereto (the "**Collateral**"); provided that no security interest shall be granted in United States intent-to-use trademark applications unless and until a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted in the United States Patent and Trademark Office, or to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or

enforceability of such intent-to-use trademark applications under applicable United States federal law.

Section 2. *Security for Obligations.* The grant of a security interest in the Collateral by each Grantor under this Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed to the Collateral Agent or the Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving any Grantor.

Section 3. *Recordation.* Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable governmental officer located in the United States record this Agreement.

Section 4. *Grants, Rights and Remedies.* This Agreement has been entered into in conjunction with the provisions of the Second Lien Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Second Lien Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Second Lien Security Agreement, the terms of the Second Lien Security Agreement shall govern.

Section 5. *Counterparts.* This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission (e.g., a “pdf” or “tif”), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

Section 6. **GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

Section 7. *Severability.* Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Second Lien Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

Section 8. *Notices.* All notices, requests and demands pursuant hereto shall be made in accordance with Section 9.02 of the Second Lien Credit Agreement. All communications and notices hereunder to each Grantor shall be given to it in care of the Borrower at the Borrower's address set forth in Section 9.02 of the Second Lien Credit Agreement.

Section 9. *Expenses.* Subject to Section 9.05 of the Second Lien Credit Agreement, each Grantor agrees to reimburse the Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this Agreement, including the reasonable and documented fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have
duly executed this Agreement as of the day and year first above written.

KRONOS INCORPORATED

By: 

Name:

Title:

Paul A. Lacy
President

CREDIT SUISSE, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

TRADEMARK

REEL: 003581 FRAME: 0716

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have
duly executed this Agreement as of the day and year first above written.

KRONOS INCORPORATED

By: _____
Name:
Title:

CREDIT SUISSE, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By:  _____
Name: PRIANKA MOHAN
Title: VICE PRESIDENT

By:  _____
Name:
Title: MIKHAIL FAYBUSOVICH
ASSOCIATE

**SCHEDULE A TO THE
AGREEMENT**

United States Trademarks and Trademark Applications

REGISTERED OWNER	TRADEMARK	APPLICATION OR REGISTRATION NO.
Kronos Incorporated	KEEP.TRAC	1,847,262
Kronos Incorporated	VISIONWARE	2,831,559