

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
Intechra LLC		07/11/2007	LIMITED LIABILITY COMPANY: MISSISSIPPI

RECEIVING PARTY DATA

Name:	Bank of New York
Street Address:	600 East Las Colinas Boulevard
Internal Address:	Suite 1300
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3136914	INTECHRA
Registration Number:	2629673	RETRO BOX
Registration Number:	2603325	RB_ RETRO BOX.COM
Registration Number:	2461482	SECURITY BLANKIT
Serial Number:	78960379	CLEANIT
Serial Number:	77032606	AZATEK.COM
Serial Number:	77032609	GOLD CIRCUIT

CORRESPONDENCE DATA

Fax Number: (312)207-6400

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

Phone: 312-207-1000

Email: ipdocket-chi@reedsmith.com

Correspondent Name: Benjamin L. Brimeyer

TRADEMARK

REEL: 003590 FRAME: 0574

900082849

OP \$190.00 3136914

Address Line 1:	10 South Wacker Drive
Address Line 4:	Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Benjamin Brimeyer
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Signature:	/Benjamin Brimeyer/
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Date:	07/26/2007
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Total Attachments: 4 source=Intechra TM Sec Agree#page1.tif source=Intechra TM Sec Agree#page2.tif source=Intechra TM Sec Agree#page3.tif source=Intechra TM Sec Agree#page4.tif
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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, INTECHRA LLC, a Mississippi limited liability company ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Grantor and Intechra Logistics LLC, a Mississippi limited liability company ("**Logistics**" and together with Grantor, the "**Borrowers**" and each, individually, a "**Borrower**"), have entered into a Credit Agreement dated as of July 11, 2007 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Credit Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), and The Bank of New York, as Administrative Agent for the Lenders (in such capacity, "**Secured Party**") pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Borrowers; and

WHEREAS, Borrowers may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the "**Lender Swap Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Swap Agreements are entered into (in such capacity, collectively, "**Swap Counterparties**"); and

WHEREAS, pursuant to the terms of a Security Agreement dated as of July 11, 2007 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof

and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 11 day of July, 2007.

INTECHRA LLC

By: [Signature]
Name: Lynn C. Slack, Jr.
Title: President

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Registration/Serial Number</u>	<u>Registration Date</u>
Intechra LLC	"Intechra" (words only)	3136914	8/29/2006
Intechra LLC	"Retro Box" (words only)	2629673	10/08/2002
Intechra LLC	"Retro Box.com" (and design)	2603325	8/06/2002
Intechra LLC	"Security Blankit" (words only)	2461482	6/19/2001
Intechra LLC	"CleanIT" (words only)	78960379	Pending
Intechra LLC	"Azatek.com" (words only)	77032606	Pending
Intechra LLC	"Gold Circuit" (words only)	77032609	Pending