

# 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
Icon Acquisition, Inc.		07/31/2007	CORPORATION: DELAWARE
Icon Identity Solutions, Inc.		07/31/2007	CORPORATION: ILLINOIS
Icon Identity Solutions, Inc.		07/31/2007	CORPORATION: PENNSYLVANIA
Acme-Wiley Holdings, Inc.		07/31/2007	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	500 West Monroe
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3005342	ICON
Registration Number:	3117816	ICON CARE
Registration Number:	2521975	ICON IDENTITY SOLUTIONS
Registration Number:	2498099	ICON IDENTITY SOLUTIONS
Registration Number:	3056082	ICON ONLINE
Registration Number:	3054230	ILLUMINATING YOUR IMAGE
Registration Number:	3050198	IMAGECARE
Registration Number:	3050197	IMS
Registration Number:	3050196	IMS
Registration Number:	2792514	YOUR BRAND. ACCORDING TO PLAN.
Serial Number:	77031011	ITE IDENTITY TRANSACTION ENVIRONMENTS
Serial Number:	77031006	ITE IDENTITY TRANSACTION ENVIRONMENTS

TRADEMARK

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**CORRESPONDENCE DATA**

Fax Number: (312)803-5299

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

Phone: (312) 845-3430

Email: kalwa@chapman.com

Correspondent Name: Richard Kalwa

Address Line 1: 111 West Monroe Street

Address Line 2: Chapman and Cutler LLP

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1665041
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	08/01/2007

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 31, 2007, is made by each of the entities listed on the signature pages hereof (each a "*Grantor*" and, collectively, the "*Grantors*"), in favor of General Electric Capital Corporation ("*GE Capital*"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "*Agent*") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 31, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Borrower, Icon Acquisitions, Inc., a Delaware corporation, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "*Guaranty and Security Agreement*"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

*Section 1. Defined Terms.* Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

*Section 2. Grant of Security Interest in Trademark Collateral.* Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "*Trademark Collateral*"):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

- (c) all renewals and extensions of the foregoing;
- (d) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (e) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no Excluded Property shall be Trademark Collateral hereunder.

*Section 3. Guaranty and Security Agreement.* The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

*Section 4. Grantor Remains Liable.* Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

*Section 5. Counterparts.* This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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 agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

*Section 6. Governing Law.* This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ICON IDENTITY SOLUTIONS, INC., an Illinois  
corporation, as Grantor

By: John P Callan  
Name: JOHN P CALLAN  
Title: CFO

ICON IDENTITY SOLUTIONS, INC., a Pennsylvania  
corporation, as Grantor

By: John P Callan  
Name: JOHN P CALLAN  
Title: CFO

ACME-WILEY HOLDINGS, INC., a Delaware  
corporation, as Grantor

By: John P Callan  
Name: JOHN P CALLAN  
Title: CFO

ICON ACQUISITION, INC., a Delaware  
corporation, as Grantor

By: \_\_\_\_\_  
Name:  
Title:

TRADEMARK SECURITY AGREEMENT  
FOR THE BENEFIT OF GENERAL ELECTRIC CAPITAL CORPORATION

TRADEMARK  
REEL: 003592 FRAME: 0714

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ICON IDENTITY SOLUTIONS, INC., an Illinois  
corporation, as Grantor

By: \_\_\_\_\_  
Name:  
Title:


ICON IDENTITY SOLUTIONS, INC., a Pennsylvania  
corporation, as Grantor

By: \_\_\_\_\_  
Name:  
Title:

ACME-WILEY HOLDINGS, INC., a Delaware  
corporation, as Grantor

By: \_\_\_\_\_  
Name:  
Title:

ICON ACQUISITION, INC., a Delaware  
corporation, as Grantor

By:  \_\_\_\_\_  
Name: Chris McLaughlin  
Title:

TRADEMARK SECURITY AGREEMENT  
FOR THE BENEFIT OF GENERAL ELECTRIC CAPITAL CORPORATION

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Agent

By: *Daniel Eskin*



Name: *Daniel Eskin*

Title: *duly authorized signatory*



**SCHEDULE I  
To  
TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations**

**1. REGISTERED TRADEMARKS**

<b>Trademark</b>	<b>Owner</b>	<b>Brief Goods/Services</b>	<b>SN/RN</b>	<b>Status/Date</b>
ICON and Design 	Icon Identity Solutions	(Int'l Class: 35) Business consulting services, namely managing facility branding programs for others in the nature of interior and exterior signage; (Int'l Class: 37) Installation and maintenance of interior and exterior signage; (Int'l Class: 40) Custom manufacture of interior and exterior signage; (Int'l Class: 42) Custom design of interior and exterior signage	3,005,342	Registered: Oct. 11, 2005
ICON CARE	Icon Identity Solutions	(Int'l Class: 37) Installation and maintenance of interior and exterior signage	3,117,816	Registered: July 18, 2006
ICON IDENTITY SOLUTIONS	Icon Identity Solutions, Inc.	(Int'l Class: 37) Installation of interior and exterior sign systems; (Int'l Class: 40) Fabrication of interior and exterior sign systems to the order and specification of others; (Int'l Class: 42) Custom design of interior and exterior sign systems for others	2,521,975	Registered: Dec. 25, 2001  Disclaimer: "IDENTITY SOLUTION S"
ICON IDENTITY SOLUTIONS and Design 	Icon Identity Solutions, Inc.	(Int'l Class: 37) Installation of interior and exterior sign systems; (Int'l Class: 40) Fabrication of interior and exterior sign systems to the order and specification of others; (Int'l Class: 42) Custom design of interior and exterior sign systems for others	2,498,099	Registered: Oct. 16, 2001  Disclaimer: "IDENTITY SOLUTION S"
ICON ONLINE	Icon Identity Solutions	(Int'l Class: 40) Custom manufacture of interior and exterior signage; (Int'l Class: 42) Custom design of interior and exterior signage; (Int'l Class: 35) Business consulting services, namely managing branding programs for others; (Int'l Class: 37) Installation and maintenance of interior and exterior signage	3,056,082	Registered: Jan. 31, 2006  Disclaimer: "ONLINE"
ILLUMINATING YOUR IMAGE	Icon Identity Solutions	(Int'l Class: 37) Installation and maintenance of interior and exterior signage	3,054,230	Registered: Jan. 31, 2006
IMAGECARE	Icon Identity Solutions	(Int'l Class: 37) Installation and maintenance of interior and exterior signage	3,050,198	Registered: Jan. 24, 2006



Trademark	Owner	Brief Goods/Services	SN/RN	Status/Date
IMS	Icon Identity Solutions	(Int'l Class: 37) Installation and maintenance of interior and exterior signage	3,050,197	Registered: Jan. 24, 2006
IMS and Design 	Icon Identity Solutions	(Int'l Class: 37) Installation and maintenance of interior and exterior signage	3,050,196	Registered: Jan. 24, 2006
YOUR BRAND. ACCORDING TO PLAN.	Icon Identity Solutions, Inc.	(Int'l Class: 35) Advertising services, namely, creating corporate and brand identity for others; (Int'l Class: 37) Installation and maintenance of interior and exterior signage; (Int'l Class: 40) Custom manufacture of interior and exterior signage; (Int'l Class: 42) Custom design for others of interior and exterior signage	2,792,514	Registered: Dec. 9, 2003
ITE IDENTITY TRANSACTION ENVIRONMENTS	Icon Identity Solutions, Inc.	(Int'l Class: 35) Design, manufacturing and related field services for others on atm kiosks, enclosures and buildings	77/031,011	Pending - Non-Final Action Mailed: March 23, 2007
ITE IDENTITY TRANSACTION ENVIRONMENTS and Design 	Icon Identity Solutions, Inc.	(Int'l Class: 35) Design, manufacturing and related field services for others on atm kiosks, enclosures and buildings	77/031,006	Pending - Non-Final Action Mailed: March 23, 2007

2. COMMON LAW TRADEMARKS:

- i. EAST COAST SIGN
- ii. ACME-WILEY
- iii. ICON IDENTITY SOLUTIONS
- iv. YOUR BRAND. ACCORDING TO PLAN.
- v. ICON ONLINE
- vi. IMS
- vii. IMAGECARE
- viii. ILLUMINATING YOUR IMAGE

3. DOMAIN NAMES:

Domain Name	Registrant	Registrar	Exp Date
Iconid.net	Icon Identity Solutions	Network Solutions	1/4/09
Ecsigns.com	East Coast Sign Advertising	Network Solutions	8/3/10