

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Notice of Grant of Security Interest

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
AAE Acquisition, LLC		07/20/2007	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Plainfield Specialty Holdings II Inc., as Agent
<b>Street Address:</b>	55 Railroad Avenue
<b>City:</b>	Greenwich
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06830
<b>Entity Type:</b>	CORPORATION: DELAWARE

<b>Name:</b>	Plainfield Specialty Holdings II Inc., as Control Agent
<b>Street Address:</b>	55 Railroad Avenue
<b>City:</b>	Greenwich
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06830
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	77012811	AAE

**CORRESPONDENCE DATA**

Fax Number: (919)416-8363  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 9192868041  
 Email: pto\_tmconfirmation@mvalaw.com  
 Correspondent Name: Moore & Van Allen PLLC  
 Address Line 1: 430 Davis Drive

OP \$40.00 77012811

Address Line 2: Suite 500  
Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	025637.001NTAAEJES
NAME OF SUBMITTER:	John E. Slaughter
Signature:	/John E. Slaughter/
Date:	08/02/2007

**Total Attachments: 4**

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Notwithstanding anything herein to the contrary, the lien and security interest granted to the administrative agent pursuant to this Agreement and the exercise of any right or remedy by the administrative agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of July 20, 2007 as the same may be amended, supplemented, modified or replaced from time to time (the "Intercreditor Agreement") among Plainfield Specialty Holdings II Inc., as First Lien Administrative Agent, Plainfield Specialty Holdings II Inc., as Second Lien Administrative Agent, Plainfield Specialty Holdings II Inc., as Control Agent and the Grantors (as defined therein) from time to time a party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern.

NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS

United States Patent and Trademark Office

Gentlemen:

Please be advised that pursuant to the Second Lien Security and Pledge Agreement dated as of July 20, 2007 (as the same may be amended, modified, extended or restated from time to time, the "Agreement") by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors"), Plainfield Specialty Holdings II Inc., as Agent and Plainfield Specialty Holdings II Inc., as Control Agent (collectively, the "Agents") for the Lenders referenced therein (the "Lenders"), the undersigned Obligor has granted and hereby grants a continuing security interest in and continuing lien upon, the trademarks and trademark applications shown below to the Agents for the ratable benefit of the Lenders, subject to and upon the terms and conditions of the Agreement, which are incorporated herein by reference:

TRADEMARKS

<u>Trademark No.</u>	Description of Trademark <u>Item</u>	Date of <u>Trademark</u>
	[none]	

TRADEMARK APPLICATIONS

<u>Trademark Applications No.</u>	Description of Trademark <u>Applied For</u>	Date of Trademark <u>Applications</u>
	[see attached Schedule A]	

The Obligors and the Agents, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

AAE ACQUISITION, LLC,  
a Delaware limited liability company

By: Everett E. Torrence  
Name: EVERETT E. TORRENCE  
Title: PRESIDENT

Acknowledged and Accepted:

PLAINFIELD SPECIALTY HOLDINGS II INC., as Agent

By: T-X-T  
Name: Thomas X. Fritsch  
Title: Managing Director

PLAINFIELD SPECIALTY HOLDINGS II INC., as Control Agent

By: T-X-T  
Name: Thomas X. Fritsch  
Title: Managing Director

**Schedule A**

**AAE Acquisition, LLC  
(Delaware limited liability company)**

**U.S. Trademarks**

**Pending Applications**

Mark	Application No.	Filing Date
AAE	77012811	10/3/2006