

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Accusil, Inc.		07/18/2007	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	CIT Lending Services Corporation		
Street Address:	1 CIT Drive		
City:	Livingston		
State/Country:	NEW JERSEY		
Postal Code:	07039		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78937747	ACCUSIL	
CORRESPONDENCE DATA			
Fax Number:	(917)368-7136		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-905-3662		
Email:	mfarinas@oshr.com		
Correspondent Name:	Mercedes Farinas		
Address Line 1:	230 Park Avenue		
Address Line 2:	Otterbourg, Steindler, Houston & Rosen		
Address Line 4:	New York, NEW YORK 10169		
NAME OF SUBMITTER:	Mercedes Farinas		
Signature:	/Mercedes Farinas/		
Date:	08/14/2007		

OP \$40.00 78937747

Total Attachments: 3

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SECURITY AGREEMENT

(TRADEMARKS)

WHEREAS, Accusil, Inc., an Indiana corporation (herein referred to as "Grantor"), has adopted, used and is using the trademarks listed on the annexed Schedule 1 annexed hereto as part hereof, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Grantor is obligated to CIT Lending Services Corporation, a Delaware corporation, as administrative agent (referred to herein as the "Grantee") and the other Secured Parties as defined in the Amended and Restated Omnibus Pledge and Security Agreement dated as of March 8, 2005 (the "Security Agreement") among Grantor, the other Pledgors named therein and the Grantee for the payment and performance of the Secured Obligations (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, Grantor has granted to Grantee a security interest in, and mortgage on, all right, title and interest of Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Grantee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Grantee's address is 505 Fifth Avenue, New York, New York 10017.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Security Agreement to be duly executed by its officer thereunto duly authorized as of the 16 day of July, 2007.

ACCUSIL INC.

By: 

Name: NEIL MARTIN

Title: CEO

Accusil Trademark Security Agreement

SCHEDULE 1 TO SECURITY AGREEMENT

TRADEMARKS

<u>Trademark</u>	<u>Application Date</u>	<u>Serial Number</u>
Accusil	July 26, 2006	78937747