

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
Nth Degree, Inc.		08/09/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CapitalSource Finance LLC, as Agent		
Street Address:	4445 Willard Avenue, 12th Floor		
City:	Chevy Chase		
State/Country:	MARYLAND		
Postal Code:	20815		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2183230	NTH DEGREE	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7865		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-201-3865		
Email:	sharon.patterson@goldbergkohn.com		
Correspondent Name:	Sharon Patterson		
Address Line 1:	55 E. Monroe St., Ste. 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	5964.004		
NAME OF SUBMITTER:	Sharon Patterson		
Signature:	/sharon patterson/		
Date:	08/14/2007		

OP \$40.00 2183230

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 9, 2007, by NTH DEGREE, INC., a Delaware corporation ("Grantor"), in favor of CAPITALSOURCE FINANCE LLC, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and other financial accommodations for the benefit of Grantor and the other Borrowers party thereto;

WHEREAS, Agent and Lenders are willing to make the Loans and financial accommodations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Defined Terms.

All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Credit Agreement.

2. Grant of Security Interest in Trademark Collateral.

Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. Security Agreement.

The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and 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.

[Signature Page Follows]

IN WITNESS WHEREOF, 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.

NTH DEGREE, INC.

By John C. Yoka
Name John C. Yoka
Title Secretary & President

ACCEPTED AND ACKNOWLEDGED BY:

CAPITALSOURCE FINANCE LLC, as Agent

By _____
Name _____
Title _____

IN WITNESS WHEREOF, 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.

NTH DEGREE, INC.

By _____
Name _____
Title _____

ACCEPTED AND ACKNOWLEDGED BY:

CAPITALSOURCE FINANCE LLC, as Agent

By _____
Name John N. Toufanian
Title Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

COUNTRY	MARK & CLASS	REG. NO. & STATUS	CURRENT OWNER OF RECORD	NEXT DUE DATE & ACTION	COMMENTS
USA	Nth Degree 35 & 37	2,183,230 registered	Nth Degree, Inc. [Delaware Corp]	August 25, 2008 renewal	

TRADEMARK APPLICATIONS

[None]

TRADEMARK LICENSES

[None]