

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
VSA Acquisition Co., Inc.	FORMERLY VSA Partners, Inc.	08/22/2007	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	M&I Marshall & Ilsley Bank		
<b>Street Address:</b>	770 North Water Street		
<b>City:</b>	Milwaukee		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53202		
<b>Entity Type:</b>	CORPORATION: WISCONSIN		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77135934	VSA	
<b>Serial Number:</b>	77135820	VSA PARTNERS, INC.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(414)978-8675		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	414 277 5000		
<b>Email:</b>	msl@quarles.com		
<b>Correspondent Name:</b>	Marta S. Levine		
<b>Address Line 1:</b>	Quarles & Brady LLP		
<b>Address Line 2:</b>	411 East Wisconsin Avenue		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53202		
<b>NAME OF SUBMITTER:</b>	Marta S. Levine		
<b>Signature:</b>	/MartaLevine/		
<b>Date:</b>	09/06/2007		

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**Total Attachments: 5**

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**CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST  
IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS**

**THIS CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS** (the "Confirmatory Assignment") is made effective as of August 23, 2007, by and from **VSA ACQUISITION CO., INC.** (to be known as **VSA PARTNERS, INC.**) (the "Assignor"), an Illinois corporation, whose principal address is 1347 South State Street, Chicago, Illinois 60605, to and in favor of **M&I MARSHALL & ILSLEY BANK** (the "Assignee"), a Wisconsin banking corporation, whose principal address is 770 North Water Street, Milwaukee, Wisconsin 53202.

WHEREAS, Assignor and Assignee have entered into a Security Agreement of even date herewith (as amended from time to time, the "Security Agreement") pursuant to which Assignor has granted Assignee a security interest in all of Assignor's personal property and assets;

WHEREAS, Assignor is the owner of the patents (the "Patents"), the trademarks and the goodwill of the business in connection therewith (the "Trademarks"), and the copyrights (the "Copyrights"), all listed on Exhibit A attached hereto, which Patents are issued with the United States Patent and Trademark Office; which Trademarks are registered or pending registration with the United States Patent and Trademark Office; and which Copyrights are registered with the United States Copyright Office.

WHEREAS, this Confirmatory Assignment has been granted in conjunction with the security interest granted to Assignee under the Security Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

- 1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.
- 2) The Security Interest.
  - (a) This Confirmatory Assignment is made to secure the satisfactory performance and payment of all the Obligations of Assignor, pursuant to the Security Agreement. Upon the payment in full of all Obligations, Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to Assignor an instrument in writing releasing the security interest in the Patents, Trademarks, and Copyrights acquired under this Confirmatory Assignment.
  - (b) The Assignor hereby assigns and grants to Assignee a security interest in (1) all of Assignor's right, title and interest in and to the Patents, Trademarks, and Copyrights set forth on Exhibit A, now owned or from

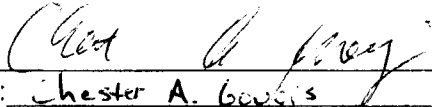
time to time after the date hereof owned or acquired by the Assignor, together with (2) all proceeds and products of the Patents, Trademarks, and Copyrights, and (3) all causes of action arising prior to or after the date hereof for infringement of any of the Patents, Trademarks, or Copyrights, or unfair competition regarding the same.

- (c) The rights and remedies of Assignee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

(signature page follows)

IN WITNESS WHEREOF, the Assignor has executed this Confirmatory Assignment effective as of the above-indicated date.

**VSA PARTNERS, INC.**

By:   
Name: Chester A. Bougis  
Title: President

Signature Page to Confirmatory Assignment of Security Interest  
in United States Patents and Trademarks

**TRADEMARK**  
**REEL: 003616 FRAME: 0488**

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

Chester R. Gugis, known to me to be the President of VSA PARTNERS, INC., personally came before me this 22<sup>nd</sup> day of August, 2007, and executed or acknowledged to me that he executed the foregoing Confirmatory Assignment of Security Interest in United States Patents, Trademarks, and Copyrights on behalf of VSA PARTNERS, INC. and pursuant authority duly received.

(SEAL)



Laura J. Smiley  
Notary Public, State of ILLINOIS  
My Commission 10-06-2007

Signature Page to Confirmatory Assignment of Security Interest  
in United States Patents and Trademarks

CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST  
IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS  
Exhibit A - SCHEDULE OF PATENTS, TRADEMARKS, AND COPYRIGHTS

**U.S. PATENTS**

<b>Patent Title</b>	<b>(App. No.)</b>	<b>(Filing Date)</b>
	None.	

**U.S. PATENT APPLICATIONS**

<b>Patent Title</b>	<b>(App. No.)</b>	<b>(Filing Date)</b>
	None.	

**U.S. TRADEMARKS**

<b>Mark</b>	<b>Reg. No. (Serial No.)</b>	<b>Reg. Date (Filing Date)</b>
VSA	77135934	March 20, 2007
VSA PARTNERS, INC.	77135820	March 20, 2007

**U.S. COPYRIGHTS**

<b>Title</b>	<b>Reg. No.</b>	<b>Issue Date</b>
	None.	

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