

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bit-By-Bit Computers, Inc.		08/31/2007	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Madison Capital Funding LLC		
<b>Street Address:</b>	30 South Wacker Drive		
<b>Internal Address:</b>	Suite 3700		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY:		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	74519684	BIT-BY-BIT	
<b>Serial Number:</b>	75163646		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)863-7807		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	3128637233		
<b>Email:</b>	Rena.Kollias@goldbergkohn.com		
<b>Correspondent Name:</b>	Rena Kollias		
<b>Address Line 1:</b>	55 East Monroe		
<b>Address Line 2:</b>	Suite 3300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	4975.135		
<b>NAME OF SUBMITTER:</b>	rena kollias		

OP \$65.00 74519684

Signature:

/renakollias/

Date:

09/11/2007

Total Attachments: 5

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 31, 2007, by BIT-BY-BIT COMPUTERS, INC., an Oregon corporation ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as agent ("Agent") for Lenders (as hereinafter defined).

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among RAPC Holding Company, a Delaware corporation and an affiliate of Grantor ("Borrower"), Agent and the lenders ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Borrower;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit 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 Guarantee and Collateral Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral 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 the Collateral 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. COLLATERAL 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 Collateral 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 Collateral 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.

**BIT-BY-BIT COMPUTERS, INC.**

By JAG  
Name James A. Foley  
Title Secretary

ACCEPTED AND ACKNOWLEDGED BY:

**MADISON CAPITAL FUNDING LLC,**  
as Agent

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

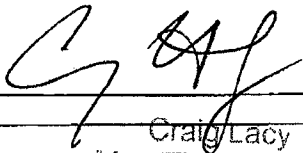
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**BIT-BY-BIT COMPUTERS, INC.**

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

ACCEPTED AND ACKNOWLEDGED BY:

**MADISON CAPITAL FUNDING LLC,**  
as Agent

By  \_\_\_\_\_  
Name \_\_\_\_\_  
Title Craig Lacy  
Managing Director

**SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

Grantor	Trademark Number	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Bit-by-Bit Computers, Inc.	74-519684		1895477	4/26/94	5/23/95 <sup>1</sup>
Bit-by-Bit Computers, Inc.	75-163646		2095045	11/10/96	9/9/97 <sup>2</sup>

**TRADEMARK APPLICATIONS**

Mark	Application Number	Date
N/A		

**TRADEMARK LICENSES**

Name of Agreement	Parties	Date of Agreement
N/A		

<sup>1</sup> Assigned to Petra Capital LLC per blanket lien that has been paid off. We will need to terminate the assignment.

<sup>2</sup> This is a Service Mark.

{GKLIB-#1030906-V2-RAPC\_-\_TRADEMARK\_SECURITY\_AGREEMENT1 (00115442) (2).DOC;1}