

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NG Newco, Ltd.		09/17/2007	CORPORATION: MASSACHUSETTS
Escher Group, Ltd.		09/17/2007	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Anglo Irish Bank Corporation PLC, as Lender
Street Address:	18/21 St. Stephen's Green
City:	Dublin 2
State/Country:	IRELAND
Entity Type:	CORPORATION: IRELAND

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2421322	CASHIERPRO
Registration Number:	2734252	E
Registration Number:	2746507	EG ESCHER GROUP
Registration Number:	2804132	ESCHER
Registration Number:	2734636	FIBERFINGERPRINT
Registration Number:	2554810	IMAGE INDICIA
Registration Number:	2011456	RIPOSTE
Registration Number:	2669564	SPECTRASEAL

CORRESPONDENCE DATA

Fax Number: (213)996-3339
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2136836339
 Email: claudiaimmerzeel@paulhastings.com
 Correspondent Name: Paul Hastings Janofsky & Walker LLP

OP \$215.00 2421322

Address Line 1: 515 South Flower Street, 25th Floor
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: 73310.00001

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Claudia R Immerzeel

Signature: /Claudia R Immerzeel/

Date: 09/19/2007

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 17th day of September 2007, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor") and ANGLO IRISH BANK CORPORATION PLC (together with its successors, the "Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Facilities Agreement dated as of September 14, 2007 (as amended, restated, supplemented, or otherwise modified from time to time, including all schedules thereto, the "Facilities Agreement") among NG NewCo, Ltd., a Massachusetts corporation, as borrower ("Borrower"), and Lender, Lender has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Lender is willing to make the financial accommodations to Borrower as provided for in the Facilities Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Lender that certain Security Agreement dated as of September 17, 2007 (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, Grantors are required to execute and deliver to Lender 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, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Facilities Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Lender a continuing first priority security interest in all of such 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 Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

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

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

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

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3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Lender whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender 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.

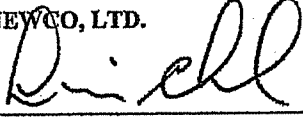
5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Lender unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Finance Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by fax transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Finance Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Finance Document refer to this Trademark Security Agreement or such other Finance Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Finance Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Finance Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Finance Document to the satisfaction or repayment in full of the Secured Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Secured Obligations other than unasserted contingent indemnification Secured Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Finance Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

IN WITNESS WHEREOF, each 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.

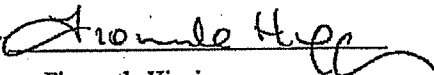
NG NEWCO, LTD.

By: 

Name: Liam Church

Title: President

ESCHER GROUP, LTD.

By: 

Name: Fionnuala Higgins

Title: Director

ACCEPTED AND ACKNOWLEDGED BY:

ANGLO IRISH BANK CORPORATION
PLC, as Lender

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, each 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.

NG NEWCO, LTD.

By: _____

Name: Liam Church

Title: President

ESCHER GROUP, LTD.

By: _____

Name: Fionnuala Higgins

Title: Director

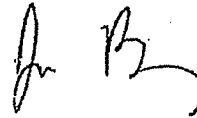
ACCEPTED AND ACKNOWLEDGED BY:

**ANGLO IRISH BANK CORPORATION
PLC, as Lender**

By:  _____

Name: _____

Title: _____



SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark	Application Number/ Registration Number	Application Date Registration Date
CASHIERPRO <i>Country:</i> United States of America <i>Classes:</i> 09 Int.	75/907,295 2421322	01-Feb-2000 16-Jan-2001 Resp.Off.: BOS
E (STYLIZED) <i>Country:</i> United States of America <i>Classes:</i> 09 Int.	76/404,484 2,734,252	07-May-2002 08-Jul-2003 Resp.Off.: BOS
EG ESCHER GROUP (STYLIZED) <i>Country:</i> United States of America <i>Classes:</i> 09 Int.	76/404,435 2,746,507	07-May-2002 05-Aug-2003 Resp.Off.: BOS
E-RIPOSTE <i>Country:</i> Massachusetts <i>Classes:</i> 09 Int.	057887	16-Sep-1999 Resp.Off.: BOS
ESCHER <i>Country:</i> United States of America <i>Classes:</i> 09 Int.	76/404,494 2,804,132	07-May-2002 13-Jan-2004 Resp.Off.: BOS
FIBERFINGERPRINT <i>Country:</i> United States of America <i>Classes:</i> 09 Int.	76/452,993 2,734,636	26-Sep-2002 08-Jul-2003 Resp.Off.: BOS
IMAGE INDICIA <i>Country:</i> United States of America <i>Classes:</i> 09 Int.	75/921,465 2554810	17-Feb-2000 02-Apr-2002 Resp.Off.: BOS
RIPOSTE <i>Country:</i> European Community <i>Classes:</i> 09 Int.	1164011	30-Apr-1999 26-Jun-2000 Resp.Off.: BOS
RIPOSTE <i>Country:</i> United States of America <i>Classes:</i> 09 Int.	74/644,512 2011456	16-Sep-1999 Resp.Off.: BOS
RIPOSTE (stylized) <i>Country:</i> Massachusetts <i>Classes:</i> 09 Int.	057886	11-Aug-1995 15-Jul-1996 Resp.Off.: BOS

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REEL: 003624 FRAME: 0476

Trademark	Application Number/ Registration Number	Application Date Registration Date
Riposte (STYLIZED) <i>Country:</i> United Kingdom <i>Classes:</i> 09 Int.	002030101	11-Aug-1995 15-Jul-1996 Resp.Off.: BOS
SPECTRASEAL <i>Country:</i> United States of America <i>Classes:</i> 09 Int.	75/805,657 2669564	21-Sep-1999 31-Dec-2002 Resp.Off.: BOS

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