

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

PFE Rolls, Inc.

- Individual(s)
- General Partnership
- Corporation - State: Wisconsin
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

3. Nature of conveyance / Execution Date(s):

Execution Date(s) August 10, 2007

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Orix Finance Corp, as agent

Internal

Address:

Street Address: 1717 Main St.

City: Dallas

State: Texas

Country: USA Zip: 75201

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship Delaware Corp.
- Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Additional sheet(s) attached? Yes No

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath

Internal Address: Winston & Strawn LLP

Street Address: 35 W. Wacker Dr.

City: Chicago

State: IL Zip: 60601

Phone Number: 312-558-6352

Fax Number: 312-558-5700

Email Address: lkonrath@winston.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(8) & 3.41) \$ 65

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

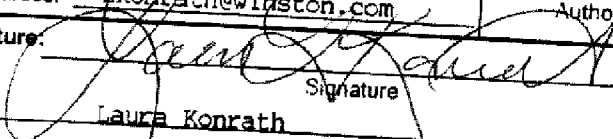
8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 232428

Authorized User Name Laura Konrath

9. Signature:


Signature

Laura Konrath
Name of Person Signing

10/30/07
Date

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$65.00 232428 77250342

Continuation
Items

**SCHEDULE 3
to
Trademark Security Agreement**

TRADEMARK REGISTRATIONS

①

Grantor
PFE Rolls, Inc.

<u>Trademark Name</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Thermal-Flo®	906,647	1/26/71

TRADEMARK APPLICATIONS:

②

Grantor
PFE Rolls, Inc.

<u>Trademark Name</u>	<u>App. No.</u>	<u>App. Date</u>
Accunip™	77250342	8/8/07

TRADEMARK LICENSES:

NONE

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TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, Webex Acquisition, LLC, a Delaware limited liability company ("Webex") (to be merged on the Closing Date into Webex Holdings Subsidiary, Inc. with the surviving corporation to be renamed Webex, Inc.), Nim-Cor, Inc., a New Hampshire corporation and PFE Rolls, Inc., a Wisconsin corporation, (each of the foregoing, a "Grantor" and, collectively, the "Grantors"), own the Trademarks listed on Schedule 1 annexed hereto and/or are a party to any of the Trademark Licenses listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of August 10, 2007 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among Webex, the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders") and ORIX Finance Corp., as agent for the Lenders (the "Agent"); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of August 10, 2007 (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among Grantors, the other grantors party thereto, and Agent, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), Grantors have granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of Grantors, including all right, title and interest of Grantors in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(a) each Trademark (as defined in the Collateral Agreement) owned by any Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) listed on Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(b) each Trademark License (as defined in the Collateral Agreement) to which any Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark licensed pursuant thereto; and

(c) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by any Grantor against third parties for (i)

past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by such Grantor, including, without limitation, any Trademark listed on Schedule 1 hereto, or licensed by such Grantor under any Trademark License, including, without limitation, any Trademark License listed on Schedule 1 hereto, or (ii) injury to the goodwill associated with any of the foregoing.

Each Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of such Grantor, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which such Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.


Except to the extent permitted in the Collateral Agreement or the Credit Agreement, each Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Collateral Agreement. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of such Grantee with respect to its 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.

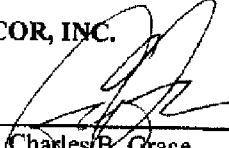
[signature page follows]

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

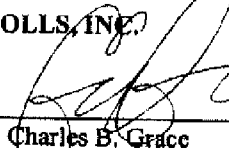
WEBEX ACQUISITION, LLC (to be merged on the Closing Date into Webex Holdings Subsidiary, Inc. with the surviving corporation to be renamed Webex, Inc.)

By: 
Name: Charles B. Grace
Title: Vice President and Secretary

NIM-COR, INC.

By: 
Name: Charles B. Grace
Title: Vice President and Secretary

PFE ROLLS, INC.

By: 
Name: Charles B. Grace
Title: Vice President and Secretary

ACKNOWLEDGED:
ORIX FINANCE CORP., as Agent

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

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Title: Vice President and Secretary

ACKNOWLEDGED:

ORIX FINANCE CORP., as Agent

By: _____
Name: _____
Title: _____

[Signature Page to Trademark Security Agreement]

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARK REGISTRATIONS

<u>Grantor</u>	<u>Trademark Name</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Webex, Inc.	Webex Service Mark	2,455,447	5/29/01
Webex, Inc.	Webex Service Mark	2,533,763	1/29/02

TRADEMARK APPLICATIONS:

NONE

TRADEMARK LICENSES:

NONE

SCHEDULE 2
to
Trademark Security Agreement

TRADEMARK REGISTRATIONS

<u>Grantor</u>	<u>Trademark Name</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Nim-Cor, Inc.	Nim-Cor name and design	1,441,816	6/9/87

TRADEMARK APPLICATIONS:

NONE

TRADEMARK LICENSES:

NONE

SCHEDULE 3
to
Trademark Security Agreement

TRADEMARK REGISTRATIONS

<u>Grantor</u>	<u>Trademark Name</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
PFE Rolls, Inc.	Thermal-Flo®	906,647	1/26/71

TRADEMARK APPLICATIONS:

<u>Grantor</u>	<u>Trademark Name</u>	<u>App. No.</u>	<u>App. Date</u>
PFE Rolls, Inc.	Accunip™	77250342	8/8/07

TRADEMARK LICENSES:

NONE