

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
LaserGrade L.P.		11/19/2007	LIMITED PARTNERSHIP:
RECEIVING PARTY DATA			
Name:	Merrill Lynch Capital, a Division of Merrill Lynch Business Financial Services Inc.		
Street Address:	222 N. LaSalle Street		
Internal Address:	16th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2577471	LASERGRADE	
Registration Number:	2581049	LASERGRADE COMPUTER TESTING	
CORRESPONDENCE DATA			
Fax Number:	(202)585-8080		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-585-8264		
Email:	sfreedman@nixonpeabody.com		
Correspondent Name:	Susan M. Freedman, Esq.		
Address Line 1:	Nixon Peabody LLP		
Address Line 2:	401 9th Street, N.W., Suite 900		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	031538-25		
NAME OF SUBMITTER:	Susan M. Freedman		

CH \$65.00 2577471

Signature:	/susan m. freedman/
Date:	12/12/2007
Total Attachments: 5 source=Trademark Security Agreement - LaserGrade L.P. to Merrill Lynch Capital#page1.tif source=Trademark Security Agreement - LaserGrade L.P. to Merrill Lynch Capital#page2.tif source=Trademark Security Agreement - LaserGrade L.P. to Merrill Lynch Capital#page3.tif source=Trademark Security Agreement - LaserGrade L.P. to Merrill Lynch Capital#page4.tif source=Trademark Security Agreement - LaserGrade L.P. to Merrill Lynch Capital#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 19th day of November, 2007 by LaserGrade L.P., a Delaware limited partnership ("Grantor") in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

W I T N E S S E T H

WHEREAS, PSI Services LLC, a Delaware limited liability company ("Borrower"), Grantee and Lenders are parties to a certain Credit Agreement dated as of November 30, 2006 (as the same may be amended or otherwise modified from time to time, including without limitation, pursuant to the First Amendment to Credit Agreement dated as of April 20, 2007 and the Second Amendment to Credit Agreement, dated as of the date hereof, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement dated as of November 30, 2006 between Borrower and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Borrower has granted to Grantee, for the benefit of itself and the Lenders, a security interest on any and all right, title and interest of Grantor in and to any and all property and interests in property of the Borrower, including all right, title and interest of Borrower in and to any and all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Borrower's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrower under the Credit Agreement;

WHEREAS, pursuant to that certain Interest Purchase Agreement dated October 9, 2007, Borrower acquired all of the partnership interest in the Grantor, resulting Grantor becoming a wholly owned subsidiary of Borrower;

WHEREAS, it is a condition precedent to the continuing availability of the financial accommodation provided under the Credit Agreement that the Grantor shall have granted security interests contemplated by this Agreement in order to secure the payment and performance of the Obligations;

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

I. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the Security Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing Trademarks including, without limitation, any claim by Grantor against third parties for past, present, or future (a) infringement or dilution of any Trademark; or (b) injury to the goodwill associated with any Trademarks.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement
as of the date first written above.

LASERGRADE, LP

By: PSI Parent LLC
Its: General Partner

By _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Administrative Agent

By _____
Name: _____
Title: _____

[signature page to Trademark Security Agreement]

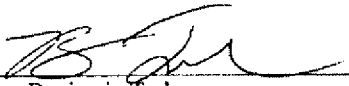
IN WITNESS WHEREOF, Grantor has duly executed this Agreement
as of the date first written above.

LASERGRADE, L.P.

By _____
Name:
Title:

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Administrative Agent

By 
Name: Benjamin Todres
Title: Vice President

[signature page to Trademark Security Agreement]

SCHEDULE A
U.S. TRADEMARKS

TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
LASERGRADE	2,577,471	6/11/2002
LASERGRADE	2,581,049	06/18/2002
COMPUTER TESTING		

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Registration No.</u>	<u>Application Date</u>
------------------	-------------------------	-------------------------

FOREIGN TRADEMARKS

TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration No. and Jurisdiction</u>	<u>Date</u>
------------------	--	-------------

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Registration No. and Jurisdiction</u>	<u>Date</u>
------------------	--	-------------

10762485.2