

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
THE SPERRY AND HUTCHINSON COMPANY, INC.		12/05/2006	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	U.S. Bank National Association (as successor to State Street Bank and Trust Company)
Street Address:	One California Street
Internal Address:	Suite 2100
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	National Association:

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	2572938	CLICK & EARN
Registration Number:	2484258	GREEN POINTS
Registration Number:	2942629	GREEN STAMPS
Registration Number:	2395091	GREEN STAMPS
Serial Number:	76487058	GREENPOINTS
Registration Number:	0832225	IDEABOOK
Registration Number:	2384909	INFOPILOT
Registration Number:	2384910	INFOPILOT LEADING THE WAY TO CUSTOMER LOYALTY.
Registration Number:	2949073	S&H
Registration Number:	2397169	S&H
Registration Number:	0778858	S & H
Registration Number:	1517413	S & H GREEN SEALS
Registration Number:	0778856	S & H GREEN STAMPS

OP \$540.00 2572938

Registration Number:	1443517	S & H GREEN STAMPS SPERRY AND HUTCHINSON DISCOUNT FOR CASH VALUE 10 MILLS
Registration Number:	2484257	S&H GREEN POINTS
Registration Number:	2395090	S&H GREEN STAMPS
Registration Number:	1425096	S&H GREEN STAMPS SPERRY AND HUTCHINSON
Registration Number:	1436634	S&H GREEN STAMPS SPERRY AND HUTCHINSON 10 STAMPS VALUE 10 MILLS
Registration Number:	2924845	S&H SOLUTIONS
Registration Number:	0794932	SPERRY AND HUTCHINSON S&H DISCOUNT FOR CASH
Registration Number:	2409960	XINETIX

CORRESPONDENCE DATA

Fax Number: (617)338-2880
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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Email: kherman@sandw.com
Correspondent Name: Kim Herman
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Address Line 2: Sullivan & Worcester LLP
Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	89003.0007
NAME OF SUBMITTER:	Kim Herman
Signature:	/Kim Herman/
Date:	01/02/2008

Total Attachments: 18

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SECOND AMENDED AND RESTATED SECURITY AGREEMENT

THIS SECOND AMENDED AND RESTATED SECURITY AGREEMENT (this "*Agreement*") dated as of December 5, 2006 entered into by and among S&H GREENPOINTS, INC., a Delaware corporation ("*S&H*"), THE SPERRY AND HUTCHINSON COMPANY, INC., a New Jersey corporation ("*Sperry*" and collectively with S&H, the "*Borrowers*" and each individually, a "*Borrower*"), and U.S. Bank National Association (as successor to State Street Bank and Trust Company), solely as Collateral Agent under the Collateral Agency Agreement (defined below) ("*Collateral Agent*") amends and restates that certain Amended and Restated Security Agreement dated as of June 29, 2001 by and among Borrowers, xiNETix Inc., a Delaware corporation ("*xiNETix*") and the Collateral Agent (the "*Prior Security Agreement*").

RECITALS

The Borrowers and xiNETix entered into a Stock and Note Purchase Agreement dated as of February 20, 2001 (as amended from time to time, the "*Initial Purchase Agreement*") with LHC Corporation, Graham Gund, S&H Nominee Trust, Eaglis Alternative Investments I, LLC, J. Stuart Moore, Ann Beinecke Oliver trustee fbo Ann Beinecke Oliver u/a dated 6/9/81, and C. Hardy Oliver, Jr. (the "*Initial Purchasers*") pursuant to which the Borrowers and xiNETix agreed to issue to the Initial Purchasers, and the Initial Purchasers agreed to purchase the Borrowers' and xiNETix's Joint and Several Secured Notes due December 31, 2003 in the aggregate original principal amount of up to \$25,000,000 (all such notes, together with all notes issued in substitution, replacement, extension or exchange therefor in accordance with the terms of the Purchase Agreement, the "*Initial Notes*"). It was a condition precedent to the obligation of the Initial Purchasers under the Initial Purchase Agreement to purchase the Initial Notes that the Borrowers and xiNETix execute and deliver a Security Agreement dated as of February 20, 2001 among Borrowers, xiNETix and Collateral Agent (the "*Initial Security Agreement*") and the Debtors, xiNETix, the Collateral Agent and the Initial Secured Parties enter into that certain Collateral Agency Agreement dated as of February 20, 2001 (the "*Initial Collateral Agency Agreement*").

The Borrowers and xiNETix entered into a Stock and Note Purchase Agreement dated June 29, 2001 (as amended from time to time, the "*June Purchase Agreement*", collectively with the Initial Purchase Agreement, the "*Purchase Agreements*") with Stratton W. and Shelby J. Weaver, as joint tenants, and MacDonald Investments f/b/o Richard G. Smolev (IRA Account) (the "*June Purchasers*") pursuant to which the Borrowers agreed to issue to the June Purchasers, and the June Purchasers have agreed to purchase the Borrowers' and xiNETix's Joint and Several Secured Notes due December 31, 2003 in the aggregate original principal amount of \$26,676 (all such notes, together with all notes issued in substitution, replacement, extension or exchange therefor in accordance with the terms of the June Purchase Agreement, collectively with the Initial Notes, the "*Notes*"). The Borrowers, xiNETix, and the Initial Purchasers amended and restated the Initial Security Agreement to provide the benefits of the Initial Security Agreement to the June Purchasers by entering into the Prior Security Agreement, and amended and restated the Initial Collateral Agency Agreement by entering into an Amended and Restated Collateral Agency Agreement dated June 29, 2001 (the "*Prior Collateral Agency Agreement*") among the S&H, Sperry, xiNETix, the Collateral Agent, the Initial Secured Parties and the June Secured Parties.

Since the date of the Prior Security Agreement, xiNETix was merged with and into Sperry and LHC Corporation has transferred a one-third interest in each of its notes to each of Jennifer C. McNeil, Geoffrey T. Freeman and Henry A. Jordan, M.D.. The Initial Purchasers (other than LHC Corporation),

the June Purchasers and the assignees of LHC Corporation are referred to collectively as the “**Purchasers**” and individually as a “**Purchaser**”.

Pursuant to a Direction of Required Holders, the Required Holders under the Prior Collateral Agency Agreement have consented to the amendment and restatement of the Prior Security Agreement pursuant to this Agreement.

Pursuant to a Second Amended and Restated Collateral Agency Agreement, dated as of even date herewith (the “**Collateral Agency Agreement**”) the Borrowers, the Collateral Agent and the Secured Parties (as such term is defined therein) have amended and restated the Prior Collateral Agency Agreement, and the Collateral Agent has agreed to serve as such for the benefit of the Purchasers, subject to the terms of such Collateral Agency Agreement.

NOW, THEREFORE, it is agreed that the Prior Security Agreement shall be, and hereby is, amended and restated in its entirety as follows:

Section 1. Definitions.

Capitalized terms used but not defined herein have the meanings ascribed to them in the Purchase Agreements. Terms not capitalized, but defined in the UCC, are used with the meanings given in the UCC.

As used in this Agreement:

“**Collateral**” has the meaning specified in **Section 2(a)**.

“**Licenses and Permits**” means all licenses, permits, accreditations, authorizations, exemptions, privileges and approvals and all renewals, replacements and substitutions therefor, now or hereafter issued by or entered into with any governmental or quasi governmental authority or agency of any nature, or issued by or entered into with any third party or parties.

“**Proceeds**” means all proceeds of, and all other profits, rentals or receipts, in whatever form, arising from the collection, sale, lease, exchange, assignment, licensing or other disposition of, or realization upon, any Collateral, including, without limitation, all claims of any Borrower against third parties for loss of, damage to or destruction of, or for proceeds payable under, or unearned premiums with respect to, policies of insurance in respect of, any Collateral, and any condemnation or requisition payments with respect to any Collateral, in each case whether now existing or hereafter arising.

“**Secured Obligations**” means all obligations, indebtedness or liabilities of any kind or character owed to any Secured Party in respect of the Notes or under or in respect of this Agreement, the Collateral Agency Agreement or the Purchase Agreements, whether now existing or hereafter incurred or created, joint or several, direct or indirect, absolute or contingent, due or to become due, matured or unmatured, liquidated or unliquidated, arising by contract, operation of law or otherwise, including (a) all principal of and interest (including any interest on the Notes which accrues after the commencement of any case, proceeding or other action relating to the bankruptcy, insolvency or reorganization of any Borrower or would have accrued but for the application of provisions of any applicable bankruptcy code); (b) all fees, costs, expenses (including attorney’s fees and expenses) payable under the Purchase Agreements, the Notes, the Collateral Agency Agreement or this Agreement; and (c) any renewals, refinancings or extensions of any of the foregoing.

“**Secured Parties**” means the Collateral Agent and the Purchasers.

“**Trademarks**” means the trademarks owned by Borrowers on the date hereof that are identified on Schedule B attached hereto and all goodwill associated therewith.

“**UCC**” means the Uniform Commercial Code as in effect in the Commonwealth of Massachusetts as of the date hereof; *provided* that if by reason of law, the perfection or effect of perfection or non-perfection of the security interests granted hereby in any Collateral is governed by the Uniform Commercial Code in effect in a jurisdiction other than the Commonwealth of Massachusetts, “**UCC**” means the Uniform Commercial Code in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection.

Section 2. Security Interest.

(a) To secure the due payment and performance of all of the Secured Obligations, each Borrower hereby assigns, pledges, hypothecates, transfers and sets over to the Collateral Agent for the benefit of the Secured Parties and their successors and assigns, and grants to the Collateral Agent for the benefit of the Secured Parties and their successors and assigns, a lien on and a security interest in all of such Borrower’s right, title and interest, whether now owned or hereafter acquired and wherever located, in, to and under

(i) the Trademarks; and

(ii) all Proceeds and products of any and all of the foregoing whether or not such Proceeds or products are otherwise described in clause (i) above (all of the items described in clauses (i) and (ii) being hereinafter referred to as the “**Collateral**”).

(b) All Secured Obligations at any time outstanding shall be equally and ratably secured by the Collateral, without preference, priority or distinction on account of the date or dates or the actual time or times of the issue or maturity thereof, so that all Secured Obligations at any time issued and outstanding shall have the same right, lien and preference under and by virtue of this Agreement.

(c) This Agreement shall create a continuing assignment of and security interest in the Collateral and shall remain in full force and effect until the indefeasible payment and performance in full of the Secured Obligations, other than contingent indemnities and expense reimbursement obligations for which no claim has been made.. Upon the indefeasible payment and performance in full of the Secured Obligations, other than contingent indemnities and expense reimbursement obligations for which no claim has been made, the pledge, assignment and security interest granted hereby shall automatically terminate; all rights to the Collateral shall automatically revert to the applicable Borrower; and the Collateral Agent shall, upon a Borrower’s written request accompanied by the necessary termination statements properly prepared by the Borrowers, promptly execute and deliver to such Borrower, at such Borrower’s expense, termination statements for the financing statements and release of trademark assignments filed (or to be filed) in connection with this Agreement in order to terminate the security interests created hereunder and any collateral assignments of Collateral to the Collateral Agent. Notwithstanding the foregoing, the Collateral Agent shall be entitled to request and require that the Borrower provide or cause to be provided to the Collateral Agent prior to the execution of any such release a certificate (or certificates) signed by the Purchasers, on which the Collateral Agent may conclusively rely, confirming that all Secured Obligations owing to such Secured Parties have been indefeasibly paid and performed in full: provided, that for clarification purposes, nothing in this sentence shall affect the automatic termination provisions set forth in the immediately preceding sentence.

(d) The assignments of the Collateral granted herein are granted as security only and anything herein to the contrary notwithstanding, each Borrower shall remain liable under any contract, agreement, license, interest and obligation which it has assigned to the Collateral Agent hereunder for the

observance and performance of all the conditions and obligations to be observed and performed by such Borrower thereunder all in accordance with and pursuant to the terms and provisions thereof. No Secured Party shall have any obligation or liability under any such contract, agreement, license, interest or obligation by reason of or arising out of this Agreement or the assignment thereof to the Collateral Agent or the receipt by any Secured Party of any payment relating to any such license, interest or obligation pursuant hereto, nor shall any Secured Party be required or obligated in any manner to perform or fulfill any of the obligations of any Borrower thereunder or pursuant thereto or to make any payment, or to make any inquiry as to the nature or of the sufficiency of any payment received by them or the sufficiency of any performance by any party under any such license, interest or obligation, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to them or to which they may be entitled at any time or times.

Section 3. [Reserved]

Section 4. General Covenants; Further Assurances.

(a) Each Borrower jointly and severally, covenants and agrees that it shall:

(i) not change (i) the location of its principal place of business or its chief executive office or place of formation or organization, (ii) its federal tax identification number, (iii) the locations where it keeps or holds any Collateral or related records, or (iv) its name, identity or corporate structure in any manner, without giving the Collateral Agent 30 days prior written notice;

(ii) from time to time at the Collateral Agent's written request, furnish the Collateral Agent with written statements and schedules further identifying and describing the Collateral in such detail as the Collateral Agent may reasonably require;

(iii) promptly upon a senior officer obtaining knowledge thereof, advise the Collateral Agent, in sufficient detail, of (i) any material adverse change in the Collateral or, (ii) the occurrence of any event which could have a material adverse effect on the value of the Collateral or on the Collateral Agent's liens and security interest thereon;

(iv) perform and observe all covenants, restrictions and conditions contained in the Purchase Agreements, the Collateral Agency Agreement and this Agreement providing for payment of taxes, maintenance of insurance and otherwise relating to the repair and maintenance of the Collateral as though such covenants, restrictions and conditions were fully set forth in this Agreement;

(v) from time to time, at the Borrowers' expense, execute, deliver, file and record any statement, assignment, instrument, document, agreement or other paper and take any other action, necessary or required under applicable law or otherwise reasonably requested by the Collateral Agent, to perfect, confirm or validate, maintain the priority of, or renew the assignments, security interests and liens granted or intended to be granted hereunder or to enable the Collateral Agent to (i) obtain the full benefits of this Agreement, or (ii) to exercise and enforce any of its rights, powers and remedies hereunder with respect to any of the Collateral;

(vi) use reasonable efforts to attempt to obtain the consent of any person that is necessary or desirable to effect the pledge hereunder of any right, title, claims and benefits now owned or hereafter acquired by any Borrower in and to any Collateral;

(vii) so long as any of the Secured Obligations are outstanding and unpaid and unless the Collateral Agent shall have otherwise consented in writing, not pledge, mortgage or encumber any Collateral or sell, lease or otherwise transfer any Collateral to any person except to the Agent and the

Secured Parties (as such terms are defined in the Subordination Agreement dated as of December 5, 2006 (the "Subordination Agreement") among Solidus Networks, Inc., the Borrowers, the Purchasers, and the Bank of New York, in its capacity as agent for the Holders party to the Securities Purchase Agreement referred to therein) and to the holders of any Additional Debt (as such term is defined in the Subordination Agreement) ("Permitted Liens"). No consent by the Collateral Agent shall be deemed a release of the lien of the Collateral Agent in any Proceeds of any permitted sale and the inclusion of "Proceeds" under the definition of Collateral shall not be deemed a consent by the Collateral Agent to any other sale or disposition of any part or all of the Collateral;

(viii) promptly notify the Collateral Agent if it learns (i) that any Trademark may be determined to have become abandoned or dedicated or (ii) of any adverse determination or the institution of any proceeding (including, without limitation, the institution of any proceeding in the United States Patent and Trademark Office or any court) regarding any Trademarks; and

(ix) Use proper statutory notices in connection with its use of the Trademarks .

(b) Notwithstanding any term of Section 4(a) (or any other term of this Agreement) to the contrary:

(i) upon receipt of any notice described in Section 4(a)(i), the Collateral Agent shall have no obligation to take any action other than to forward such information to the Purchasers;

(ii) upon receipt of any other information or notice described in or pursuant to Section 4(a) (other than as described in Section 4(b)(i) above), the Collateral Agent shall be under no duty or obligation to examine or take any action with respect thereto other than to retain such information in order to make it available to any Purchaser upon their written request; and

(iii) the Collateral Agent is under no duty (A) to request any written statements pursuant to Section 4(a)(ii), (B) to request any action, including any filings or recordings, pursuant to Section 4(a)(v) or (viii), or (C) to grant any consent described in Section 4(a)(vii), unless and except to the extent specifically instructed in writing by any Purchaser, subject to the terms of this Agreement and the Collateral Agency Agreement.

Section 5. Assignment of Insurance.

(a) As further security for the due payment and performance of the Secured Obligations, the Borrowers hereby assign to the Collateral Agent all sums due any of them under all insurance policies (including, but not limited to, returned or unearned premiums which may become payable under or in respect of any self-insurance program maintained by a Borrower or in which a Borrower participates) owned by or payable to such Borrower in respect of any of the Collateral. The Borrowers hereby appoint the Collateral Agent as the Borrowers' attorney-in-fact and in the Borrowers' or any of their or in the Collateral Agent's name to do one or more of the following: (i) endorse any check or draft representing any such payment or execute any proof of claim, subrogation receipt or any other document required by such insurance company as a condition to or otherwise in connection with such payment or (ii) assign any such policies.

(b) All casualty insurance policies of the Borrowers relating to the Collateral shall name the Collateral Agent as the loss payee thereunder and all liability insurance policies of the Borrowers shall name the Collateral Agent and each Purchaser, and their respective successors and assigns as additional insureds thereunder and shall provide for 30 days' written notice to the Collateral Agent of cancellation or modification. Such loss payable endorsements shall specify that the proceeds of such insurance, to the extent relating to any loss or damage to any of the Collateral, shall be payable to the Collateral Agent and

shall further specify that the Collateral Agent shall be paid regardless of any act or omission by a Borrower or any of their Affiliates. At the written direction of the Required Holders, the Collateral Agent may apply any insurance proceeds received by the Collateral Agent at any time to the cost of repairs or replacement of Collateral and/or to payment of the Secured Obligations, whether or not then due, in any order and in such manner as directed by the Required Holders in such written direction.

Section 6. Representations and Warranties.

The Borrowers represent and warrant to the Purchasers and the Collateral Agent:

(a) A Borrower has good, marketable title to each item of Collateral, free and clear of all liens except Permitted Liens.

(b) A Borrower has all Licenses and Permits which are material to the conduct of the business currently conducted. Each License and Permit is in full force and effect and no Borrower is in default in respect of any of the terms and conditions thereof. This Agreement creates a legal and valid security interest on and in all of the Collateral in which Borrowers now has rights and will create a legal and valid security in the Collateral in which the Borrowers may later acquire rights.

(c) The location of each of their places of formation or organization, places of business, each of their chief executive offices and federal tax identification numbers are as listed on **Schedule A**.

Section 7. Rights and Remedies on Default.

(a) After the occurrence and during the continuance of any Event of Default:

(i) the Collateral Agent or its nominee shall have the right to take possession of the Collateral and without liability to any Borrower for trespass, enter any premises where the Collateral may be located for the purpose of taking possession of or removing the Collateral by any available judicial procedure, or, to the extent permitted by applicable law, without judicial process, and, in connection therewith, the Borrowers shall, upon request of the Collateral Agent and at the Borrowers' expense, assemble the Collateral and make it available to the Collateral Agent or its nominee, without rent, at the Land or such other locations reasonably convenient to both parties, as the Collateral Agent shall designate;

(ii) the Collateral Agent shall have the right to sell, lease, or otherwise dispose of all or any part of the Collateral, whether in their then condition or after further preparation or processing, either at public or private sale or at any broker's board, in lots or in bulk, for cash or for credit, with or without warranties or representations, and upon such terms and conditions, all as the Collateral Agent in its sole discretion may deem advisable, and any Secured Party shall have the right to purchase at any such sale; and, if any Collateral shall require refurbishing, repairing, maintenance, preparation, or is in process or other unfinished state, the Collateral Agent shall have the right, at its option, to do such refurbishing, repairing, maintenance, preparation or processing, for the purpose of putting the Collateral in such salable or disposable form as it shall deem appropriate. The Borrowers will execute and deliver such documents and take such other action as the Collateral Agent deems reasonably necessary or advisable in order that any such sale may be made in compliance with law. Upon any such sale the Collateral Agent shall have the right to deliver, assign and transfer to the purchaser the Collateral so sold. Each purchaser at any such sale shall hold the Collateral so sold to it absolutely, free from any claim or right of whatsoever kind, including any equity or right of redemption of the Borrowers;

(iii) if any Borrower shall receive any payment constituting Collateral (including, without limitation, any proceeds of insurance), the Borrower shall hold the amount of such payment in

trust for the benefit of the Collateral Agent and shall not commingle such payment with any other moneys or assets of the Borrower, and immediately upon receipt shall deliver the same to the Collateral Agent in the same form received, endorsed or otherwise assigned by such Borrower to the Collateral Agent where necessary to permit collection of such items and, regardless of the form of such endorsement, each Borrower hereby waives presentment, demand, notice of dishonor, protest, notice of protest and all other notices with respect thereto; and

(iv) the Secured Parties shall have all rights and remedies of a secured party under the UCC or otherwise available to them under the Purchase Agreements or at law or in equity.

(b) Unless the Collateral is perishable or threatens to decline steadily in value or is of a type customary sold on a recognized market, the Borrowers shall be given notice at least ten (10) days before the time of any intended public sale or of the time after which any private sale or other disposition of the Collateral is to be made and the Borrowers agree that such notice is reasonable notice of such sale or other disposition. The Collateral Agent shall not be obligated to make any such sale pursuant to any such notice. The Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for the sale, and such sale may be made at any time or place to which the same may be so adjourned. In case of any sale of all or any part of the Collateral on credit or for future delivery, the Collateral so sold may be retained by the Collateral Agent until the selling price is paid by the purchaser thereof, but the Collateral Agent shall not incur any liability in case of the failure of such purchaser to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may again be sold upon like notice. The Collateral Agent, instead of exercising the power of sale herein conferred upon it, may proceed by a suit or suits at law or in equity to foreclose the security interests therein and sell the Collateral, or any portion thereof, under a judgment or decree of a court or courts of competent jurisdiction.

(c) The proceeds of any collection, sale, lease or other disposition of all or any part of the Collateral, and of all proceeds of the enforcement of any lien and security interests created under this Agreement, together with any sums then held by the Collateral Agent as part of the Collateral, shall be applied in the order of priority set forth in the Collateral Agency Agreement.

(d) If, upon the sale, lease or other disposition of the Collateral, the proceeds thereof are insufficient to pay all amounts to which the Secured Parties are legally entitled, the Borrowers will be liable for the deficiency, together with interest thereon at the Default Rate; *provided, however*, that the foregoing shall not be deemed to require any Secured Party to resort to or initiate proceedings against the Collateral prior to the collection of any such deficiency from the Borrowers or any other guarantor of or security for the Secured Obligations.

(e) To the extent permitted by applicable law, the Borrowers waive all claims, damages and demands against the Secured Parties arising out of the repossession, removal, retention, sale or lease of the Collateral.

Section 8. Costs and Expenses.

Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by any Secured Party in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of the transactions contemplated by the Purchase Agreements, or arising out of or in connection with the administration of this Agreement, or the exercise, enforcement or performance of any right, remedy, term or provision of this Agreement by any Secured Party, or the filing or recording of UCC financing statements and other documents (including all taxes in connection therewith) in public offices, the payment or discharge of any Taxes, insurance premiums, encumbrances or otherwise protecting, maintaining, preserving or

refurbishing the Collateral, or the enforcing, foreclosing, retaking, holding, storing, processing, selling, leasing or otherwise realizing upon the Collateral, or curing of any default, and the Collateral Agent's liens and security interest thereon and collecting any deficiency, whether through judicial proceedings or otherwise, or in defending or prosecuting any actions or proceedings arising out of or relating to the transaction to which this Agreement relates, shall constitute Secured Obligations and shall be borne and paid by the Borrowers on demand by any Secured Party and if not paid within ten days of such demand shall bear interest at the Default Rate.

Section 9. Power of Attorney.

(a) The Borrowers authorize the Collateral Agent and do hereby make, constitute and appoint the Collateral Agent, and any officer, employee or agent of the Collateral Agent, with full power of substitution, as the Borrowers' and each Borrower's true and lawful attorney-in-fact, effective upon the occurrence of and during the continuance of an Event of Default, with power in its own name or in the name of the Borrowers or any Borrower:

(i) to endorse any note, checks, drafts, money orders, documents, instruments or other instruments of payment (including payments payable under or in respect of any policy of insurance) in respect of the Collateral that may come into possession of the Collateral Agent;

(ii) to sign and endorse any invoice, freight or express bill, bill of lading, storage receipts, drafts against debtors, assignments, verifications, notices or other documents in connection with or relating to the Collateral;

(iii) to pay or discharge taxes, liens, security interests or other encumbrances at any time levied or placed on or threatened against the Collateral;

(iv) to demand, collect, receive, compromise, settle and sue for monies due in respect of the Collateral;

(v) to notify licensees and other persons obligated with respect to the Collateral of the interest of the Collateral Agent in such security and to direct them to make payments directly to the Collateral Agent or as the Collateral Agent may direct;

(vi) to exercise on behalf of any Borrower any right or remedy such Borrower may have against any third party under or in respect of the Collateral whether at law, under this Agreement or otherwise; and

(vii) generally, to do at the Collateral Agent's option and at the Borrowers' expense, at any time, or from time to time, all acts and things which the Collateral Agent reasonably deems necessary to protect, preserve and realize upon the Collateral and the Collateral Agent's security interest therein (including signing and filing, at the expense of the Borrower, any UCC financing statements or other agreements, documents, instruments or notices in the name of a Borrower or otherwise) in order to effect the intent of this Agreement and of the Purchase Agreements, all as fully and effectively as any Borrower might or could do.

(b) The Borrowers hereby ratify all that said attorney shall lawfully do or cause to be done by virtue hereof.

(c) This power of attorney, being coupled with an interest, shall be irrevocable for the term of this Agreement and thereafter until all of the Secured Obligations have been indefeasibly paid in full or otherwise satisfied.

Section 10. Right to Cure.

The Collateral Agent may, at its option, (a) upon notice to the applicable Borrower, cure any default by such Borrower under any material agreement with a third party which adversely affects the Collateral, its value or the ability of the Collateral Agent to collect, sell or otherwise dispose of the Collateral or the rights and remedies of the Collateral Agent therein or the ability of such Borrower to perform its obligations hereunder or under the Purchase Agreements, (b) pay or bond on appeal any judgment entered against a Borrower, (c) discharge taxes, liens, security interests or other encumbrances at any time levied on or existing with respect to the Collateral (except liens, security interests or other encumbrances permitted hereunder) and (d) pay any amount, incur any expense or perform any act which, in the Collateral Agent's judgment, is reasonably necessary or appropriate to preserve, protect, insure or maintain the Collateral and the rights of the Collateral Agent with respect thereto. The Collateral Agent may add any amounts so expended to the Secured Obligations, such amounts to be repayable by the Borrowers on demand. The Collateral Agent shall be under no obligation to effect such cure, payment or bonding and shall not, by doing so, be deemed to have assumed any obligation or liability of any Borrower. Any payment made or other action taken by the Collateral Agent under this **Section 10** shall be without prejudice to any right of the Secured Parties to assert an Event of Default and to proceed accordingly.

Section 11. Notices.

All notices and communications provided for hereunder shall be in writing and sent by a recognized overnight delivery service (with charges prepaid). Any such notice must be sent:

(i) if to a Borrower or the Borrowers, addressed to it or them c/o S&H Greenpoints, Inc. at 101 Second Street, Suite 1500, San Francisco, CA 94105;

(ii) If to the Collateral Agent addressed to it at U.S. Bank, National Association, Corporate Trust Services, One Federal Street, 3rd Floor, Mail Drop: Ex-MA-FED, Boston, MA 02110;

(iii) if to any Purchaser, addressed to it at the address or fax number as is specified for such Purchaser in the Collateral Agency Agreement;

or at such other address as any party shall have specified to the other parties in writing given in accordance with this **Section 11**. Notices given in accordance with this **Section 11** will be deemed given upon actual receipt.

Section 12. Other Security.

To the extent that the Secured Obligations are now or hereafter secured by property other than the Collateral or by the guarantee, endorsement or property of any other person, firm, corporation or other entity, then the Secured Parties shall have the right in their sole discretion to pursue, relinquish, subordinate, modify or take any other action with respect thereto, without in any way modifying or affecting any of the Secured Parties' rights and remedies hereunder. To the maximum extent permitted by applicable law, the Borrowers hereby agree that they will not invoke any law relating to the marshaling of collateral which, might cause delay in or impede the enforcement of the Secured Parties' rights under this Agreement or under any other instrument evidencing any of the Secured Obligations or under which any of the Secured Obligations is outstanding or by which any of the Secured Obligations is secured or guaranteed, and, to the maximum extent permitted by applicable law, each Borrower hereby irrevocably waives the benefits of all such laws.

Section 13. Custody of the Collateral.

The Collateral Agent shall not have any duty or obligation with respect to any of the Collateral other than the reasonable care of any tangible Collateral in its possession, *provided*, the Collateral Agent shall not be liable or responsible for any loss or damage to any of the Collateral, or for any diminution in the value thereof, by reason of the act or omission of any warehouseman, carrier, forwarding agency, consignee or other agent or bailee selected by the Collateral Agent in good faith and in the absence of gross negligence and the Collateral Agent shall not have any duty as to the collection of any Collateral in its possession or control or in the possession or control of any agent or nominee of the Collateral Agent, or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto.

Section 14. Waivers; Obligations Absolute.

No course of dealing among the Borrowers or any Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of any Secured Party, any right, power or privilege hereunder or under the Purchase Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 15. Cumulative Remedies.

All of the Secured Parties' rights and remedies with respect to the Collateral, whether established hereby, by the Purchase Agreements, by any other Transaction Document or by any other agreements, instruments or documents or by law shall be cumulative and may be exercised singly or concurrently.

Section 16. Severability.

The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

Section 17. Modification.

This Agreement may not be amended or modified, nor may any provisions be waived, except by a writing signed by each of the parties hereto or, in the case of a waiver, by the party so waiving its rights.

Section 18. Counterparts.

This Agreement may be executed in as many counterparts as may be deemed necessary or convenient, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument.

Section 19. Binding Effect, Benefit of Agreement and Assignment.

The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties; *provided, however*, that the rights and obligations of the Borrowers under this Agreement shall not be assigned or delegated without the prior written consent of the Collateral Agent, and any purported assignment or delegation without such consent shall be void.

Section 20. Governing Law.

THIS AGREEMENT IS TO BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND THE RIGHTS OF THE PARTIES SHALL BE GOVERNED BY, THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS (WITHOUT GIVING EFFECT TO ANY LAWS OR RULES RELATING TO CONFLICTS OF LAWS THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE COMMONWEALTH OF MASSACHUSETTS.

Section 21. Indemnity.

The Borrowers covenant and agree to indemnify and hold harmless each of the Secured Parties, and their officers, directors, employees, agents, attorneys-in-fact and affiliates (each, an "***Indemnified Party***"), from and against any and all claims, suits, losses, penalties, demands, causes of action and judgments of any nature whatsoever and all liabilities and indebtedness of any and every kind and nature now or hereafter owing, arising, due or payable, including all costs and expenses (including reasonable attorneys fees and expenses) (all of the foregoing being herein collectively called "***Liabilities***"), which may be imposed on, incurred by or asserted, against any of them in connection with (i) the ownership or use of any of the Collateral or the security interest of the Collateral Agent in the Collateral, and (ii) the failure on the part of the Borrowers to comply in all respects with the laws of the United States of America and other jurisdictions in which the Collateral or any part thereof may be operated and with all lawful acts, rules, regulations and orders of any commissions, boards or other legislative, executive, administrative or judicial bodies or officers having power to regulate or supervise any of the Collateral; *provided, however*, that the Borrowers shall have no obligation to any Indemnified Party with respect to Liabilities arising from such Indemnified Party's own gross negligence or willful misconduct. The obligations of the Borrowers under this **Section 21** shall survive the termination of this Agreement.

Section 22. Joint and Several Liabilities; Exercise of Rights.

All obligations of the Borrowers hereunder shall be joint and several whether or not specifically stated.

Section 23. Limited Role of Collateral Agent.

(a) Notwithstanding any term of this Agreement to the contrary:

(i) Any permissive power or grant of authority or power to the Collateral Agent shall not be construed to be mandatory or to create an affirmative obligation on the part of the Collateral Agent to exercise such power or authority.

(ii) The Collateral Agent shall not be charged with or deemed to have notice or knowledge of any Default or Event of Default, unless and until (and except to the extent) it has received written notice thereof from a Purchaser. The Collateral Agent may rely conclusively on any such written notice without further inquiry or investigation

(iii) The Collateral Agent shall be under no obligation or duty to take any action in connection with, or to exercise any right of recovery or remedy against, the Collateral or the Borrower, including without limitation, the exercise of any right or remedy pursuant to this **Section 7** or **Section 9**, unless and except to the extent it has received express written instruction from the Required Holders, and in such case, its obligation to take action in accordance with such instruction shall be subject to the terms of this Agreement and the Collateral Agency Agreement.

(iv) Upon request at any time or times, the Secured Parties shall certify in writing to the Collateral Agent, the amount and nature of any Secured Obligations outstanding, and the Collateral Agent may rely conclusively thereon without further inquiry or investigation.

(v) In no instance shall the Collateral Agent have any liability for any action taken pursuant to the instruction of Required Holders.

(vi) The Collateral Agent is not responsible for the creation, perfection, continuation or priority of any security interest hereunder, and shall not be responsible for determining compliance with applicable requirements of the Uniform Commercial Code or other applicable law in connection with any exercise of rights or remedies or liquidation of or foreclosure upon Collateral.

(vii) The Collateral Agent shall not be responsible for the genuineness, authenticity, sufficiency, value, validity or marketability of any item of property delivered to it from time to time pursuant to this Agreement or the Collateral Agency Agreement.

(viii) The Collateral Agent shall not be under any duty to monitor, determine, investigate or compel compliance by the Borrowers with any term of this Agreement.


(b) The execution and delivery of this Agreement by the Collateral Agent is pursuant to direction set forth in the Collateral Agency Agreement, and the Collateral Agent has no responsibility or liability for the sufficiency, acceptability, validity or enforceability of any of the terms hereof. In executing and delivering, performing and observing any terms of, or in taking or forbearing, from any action under or pursuant to, this Agreement, the Collateral Agent shall enjoy and be entitled to all of the protections, immunities, benefits and indemnities of the Collateral Agency Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.


BORROWERS:

S&H GREENPOINTS, INC.

By: 
Name: Ron Pedersen
Title: President

**THE SPERRY AND HUTCHINSON
COMPANY,
INC.**

(for itself and as successor by merger to
xiNETix, Inc.)

By: 
Name: Ron Pedersen
Title: President

COLLATERAL AGENT:

U.S. BANK NATIONAL ASSOCIATION
as Collateral Agent

By: Gary Dougherty
Name:
Title: **GARY DOUGHERTY**
VICE PRESIDENT

Signature Page to Second Amended and Restated Security Agreement

TRADEMARK
REEL: 003687 FRAME: 0759

Schedule A




Executive Offices and Tax ID Numbers

<u>Debtor</u>	<u>Place of Formation or Organization</u>	<u>Tax ID Number</u>
S&H Greenpoints, Inc.	Delaware	13-4046123
The Sperry and Hutchinson Company, Inc.	New Jersey	13-3085363



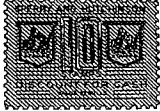
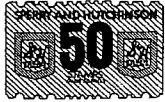
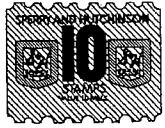
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Schedule B

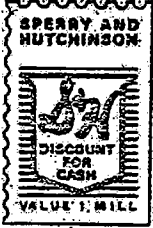
Trademarks

MARK	COUNTRY	STATUS	APP NO	REG NO	REG DATE	CLASS	RECORD OWNER
CLICK & EARN	United States	REG	76078666	2572938	5/28/2002	35	The Sperry and Hutchinson Company Inc .
GREEN POINTS	United States	REG	75672229	2484258	9/4/2001	35	The Sperry and Hutchinson Company Inc.
GREEN STAMPS	United States	REG	76487057	2942629	4/19/2005	9	The Sperry and Hutchinson Company Inc.
GREEN STAMPS	United States	REG SECT 2(F)	75672231	2395091	10/17/2000 renewal filed 10/13/06	35	The Sperry and Hutchinson Company Inc.
GREENPOINTS	United States	PUB INTENT TO USE	76487058			9	The Sperry and Hutchinson Company Inc.
IDEABOOK 	United States	RENEWED	72249081	0832225	7/18/1967	16	The Sperry and Hutchinson Company Inc.
INFOPILOT 	United States	REG	75630884	2384909	9/12/2000	35	The Sperry and Hutchinson Company Inc.
INFOPILOT LEADING THE WAY TO CUSTOMER LOYALTY 	United States	REG	75630886	2384910	9/12/2000	35	The Sperry and Hutchinson Company Inc.
S & H	United States	REG	76487062	2949073	5/10/2005	9	The Sperry and Hutchinson Company Inc.
S & H	United States	REG	75672200	2397169	10/24/2000 renewal filed 10/13/06	35	The Sperry and Hutchinson Company Inc.
S & H 	United States	RENEWED	72159620	0778858	10/20/1964	35	The Sperry and Hutchinson Company Inc.
S & H GREEN SEALS	United States	REG	73720066	1517413	12/20/1988	35	The Sperry and Hutchinson Company Inc.

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{B0570683; 3}

MARK	COUNTRY	STATUS	APP NO	REG NO	REG DATE	CLASS	RECORD OWNER
							
S & H GREEN STAMPS 	United States	RENEWED	72159618	0778856	10/20/1964	35	The Sperry and Hutchinson Company Inc.
S & H GREEN STAMPS SPERRY AND HUTCHINSON DISCOUNT FOR CASH VALUE 10 MILLS 	United States	REG PARTIAL SECT 2(F)	73617979	1443517	6/16/1987	35	The Sperry and Hutchinson Company Inc.
S&H GREEN POINTS	United States	REG	75672228	2484257	9/4/2001	35	The Sperry and Hutchinson Company Inc.
S&H GREEN STAMPS	United States	REG PARTIAL SECT 2(F)	75672230	2395090	10/17/2000 renewal filed 10/13/06	35	The Sperry and Hutchinson Company Inc.
S&H GREEN STAMPS SPERRY AND HUTCHINSON 	United States	REG PARTIAL SECT 2(F)	73600195	1425096	1/13/1987	35	The Sperry and Hutchinson Company Inc.
S&H GREEN STAMPS SPERRY AND HUTCHINSON 10 STAMPS VALUE 10 MILLS 	United States	REG PARTIAL SECT 2(F)	73600196	1436634	4/14/1987	35	The Sperry and Hutchinson Company Inc.
S&H SOLUTIONS	United States	REG	76573245	2924845	2/8/2005	35	The Sperry and Hutchinson Company Inc.
SPERRY AND HUTCHINSON S&H DISCOUNT	United States	EXPIRED	72200789	0794932	8/24/1965	42	The Sperry and Hutchinson

{B0570683; 3}

MARK	COUNTRY	STATUS	APP NO	REG NO	REG DATE	CLASS	RECORD OWNER
FOR CASH 							Company Inc.
XINETIX xiNETix	United States	REG	75630340	2409960	12/5/2000	35	The Sperry and Hutchinson Company, Inc.

{B0570683; 3}