

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
Benetech, Inc.		12/28/2007	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Golub Capital Incorporated, as Administrative Agent		
Street Address:	551 Madison Ave.		
Internal Address:	6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2671587	TDM	
Registration Number:	2099745	PACS	
Registration Number:	1572942	DUSTMALER	
CORRESPONDENCE DATA			
Fax Number:	(617)526-9899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	One International Place		
Address Line 2:	Proskauer Rose LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	31199/043		
NAME OF SUBMITTER:	Christine Slattery		

CH \$90.00 2671587

Signature:	/Christine Slattery/
Date:	01/02/2008
Total Attachments: 5 source=Benetech Trademark Security Agreement Executed#page1.tif source=Benetech Trademark Security Agreement Executed#page2.tif source=Benetech Trademark Security Agreement Executed#page3.tif source=Benetech Trademark Security Agreement Executed#page4.tif source=Benetech Trademark Security Agreement Executed#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 28, 2007, is between BENETECH, INC., an Illinois corporation (the "Grantor"), and GOLUB CAPITAL INCORPORATED, a New York corporation, as Administrative Agent (in such capacity, the "Grantee"), for the benefit of itself, all financial institutions that from time to time become lenders (the "Lenders") under the Credit Agreement (as hereinafter defined) and the other Secured Parties. The capitalized terms not otherwise defined in this Trademark Security Agreement shall have the meanings set forth in the Credit Agreement.

RECITALS

WHEREAS, Grantor, owns the Trademarks, Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto, and is a party to the Trademark licenses listed on **Schedule 1** annexed hereto; and

WHEREAS, Grantor, as Borrower, has entered into that certain Credit Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Grantee, the Lenders and Golub Capital Incorporated, a New York corporation, as Revolver Agent; providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Grantor, Grantee, and the other Person's party thereto as "Grantors" thereunder, Grantor has granted to Grantee for the benefit of Administrative Agent, Lenders and the other Secured Parties, a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations, Trademark applications and Trademark licenses, and all proceeds thereof, to secure the payment of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of 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 created, acquired or arising:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations and Trademark applications referred to in **Schedule 1** annexed hereto;
- (2) each Trademark license, to the extent a security interest may be granted; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in **Schedule 1** and the Trademarks licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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. This Trademark Security Agreement and the transactions evidenced hereby shall be construed under the internal laws of the State of New York without regard to principals of conflict of law.

[Remainder of page intentionally left blank; signature page follows.]

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

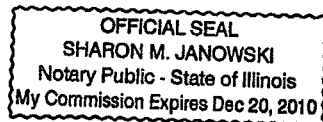
BENETECH, INC., an Illinois corporation

By: Jeffrey M. Ferrero
Name: Jeffrey M. Ferrero
Title: Secretary

STATE OF Illinois)
) ss.
COUNTY OF Cook)

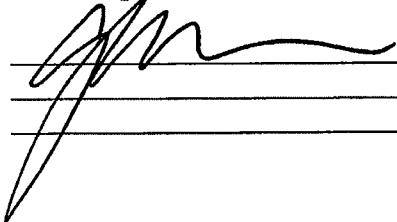
On this 27th day of December, 2007 before me personally appeared Jeffrey M. Ferrero Secretary, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of BENETECH, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Sharon M. Janowski
Notary Seal



Acknowledged:

GOLUB CAPITAL INCORPORATED,
a New York corporation, as Administrative Agent

By: 
Name: _____
Title: _____

Schedule 1 to Trademark Security Agreement

U.S. TRADEMARK REGISTRATIONS

Mark	Filing Date	Serial Number	Registration Date	Registration Number
TDM	10/2/2001	76319892	1/3/2003	2671587
PACS	8/1/1994	74555727	9/23/1997	2099745
DUSTMALER	5/15/1989	73800204	12/26/1989	1572942

FOREIGN TRADEMARK REGISTRATIONS

U.S. TRADEMARK APPLICATIONS

FOREIGN TRADEMARK APPLICATIONS

TRADEMARK LICENSES

Name of Agreement

Parties

Date of Agreement