

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Replacement of Security Agreement recorded at Reel 3685, Frame 752		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
UNS Holdings, Inc.		12/21/2007	CORPORATION: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Harbert Mezzanine Partners II SBIC, L.P.		
<b>Street Address:</b>	618 Church Street, Suite 500		
<b>City:</b>	Nashville		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37219		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3344219	UNS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(423)785-8480		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	4237858295		
<b>Email:</b>	pliner@millermartin.com		
<b>Correspondent Name:</b>	Patricia P. Liner		
<b>Address Line 1:</b>	Suite 1000 Volunteer Building		
<b>Address Line 2:</b>	832 Georgia Avenue		
<b>Address Line 4:</b>	Chattanooga, TENNESSEE 37402-2289		
<b>ATTORNEY DOCKET NUMBER:</b>	17723-0002		
<b>NAME OF SUBMITTER:</b>	Patricia P. Liner		
<b>Signature:</b>	/Patricia P. Liner/		
<b>Date:</b>	01/07/2008		

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Total Attachments: 2

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MEMORANDUM OF SECURITY AGREEMENT

(TRADEMARKS)

Pursuant to an Intellectual Property Security Agreement dated January 31, 2006, as amended prior and subsequent to the date hereof (the "Security Agreement"), UNS Holdings, Inc., a Florida corporation (the "Pledger"), has granted to Harbert Mezzanine Partners II SBIC, L.P., a Delaware corporation, as agent (the "Secured Party"), a continuing security interest in, and a continuing lien upon, the Collateral (as that term is defined in the Security Agreement), including the trademarks listed on the annexed Schedule I, and all applications, registrations, renewals and proceeds (including accounts receivable and royalties) thereof (the "Trademarks"), together with the goodwill of the business connected with the use of and symbolized by the Trademarks. The Secured Party's security interest in the Trademarks can be terminated only in accordance with the terms of the Security Agreement. This Memorandum of Security Agreement replaces and supersedes, the Memorandum of Security Agreement dated 12/21/07 and recorded on 12/27/07 at Reel 3685, Frame 752 in the U.S. Patent and Trademark Office.

Dated: December 21, 2007

UNS HOLDINGS, INC.

By: 

T. Steve Miller, President

Schedule 1

<u>TRADEMARK</u>	<u>OWNER</u>	<u>STATUS</u>	<u>SERIAL No.</u>
UNS	UNS Holdings, Inc.	Registered	3344219