

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Collateral Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Evident Technologies, Inc.		01/09/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	John Joseph Gorman V Trust
Street Address:	8226 Bee Caves Road
City:	Austin
State/Country:	TEXAS
Postal Code:	78746
Entity Type:	TRUST: TEXAS
Name:	Tejas Securities Group, Inc. 401K Plan and Trust FBO John J. Gorman, John Gorman Trustee
Street Address:	8226 Bee Caves Road
City:	Austin
State/Country:	TEXAS
Postal Code:	78746
Entity Type:	TRUST: TEXAS
Name:	Ryleigh Gorman Trust
Street Address:	8226 Bee Caves Road
City:	Austin
State/Country:	TEXAS
Postal Code:	78746
Entity Type:	TRUST: TEXAS
Name:	Greywolf Capital Partners II, LP
Street Address:	4 Manhattanville Road, Suite 201
City:	Purchase
State/Country:	NEW YORK

OP \$165.00 3151467

Postal Code:	10577
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	LC Capital Master Fund, LTD
Street Address:	680 Fifth Avenue, 12th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Exempted Company: CAYMAN ISLANDS

Name:	Millenium Fixed Income, LP
Street Address:	c/o Millennium Management LLC, 666 Fifth Avenue, 8th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10103
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Opalka Family Investment Partners, LP
Street Address:	6 Heather Ridge
City:	Averill Park
State/Country:	NEW YORK
Postal Code:	12018
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Walter L. Robb
Street Address:	c/o Vantage Management, Inc., 3000 Troy-Schenectady Road
City:	Schenectady
State/Country:	NEW YORK
Postal Code:	12309
Entity Type:	INDIVIDUAL:

Name:	Singer Children's Management Trust
Street Address:	c/o Romulus Holdings Inc., 2200 Fletcher Avenue
City:	Fort Lee
State/Country:	NEW JERSEY
Postal Code:	07024
Entity Type:	TRUST: NEW JERSEY

Name:	Benjamin E. Nickoll
Street Address:	34 Gramercy Park, #2A

City:	New York
State/Country:	NEW YORK
Postal Code:	10003
Entity Type:	INDIVIDUAL:

Name:	Frederick Wahl
Street Address:	21 East 87th Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10128
Entity Type:	INDIVIDUAL:

Name:	John J. Colton
Street Address:	c/o Gilder Gagnon, 1775 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	INDIVIDUAL:

Name:	Michael Wolf
Street Address:	804 Sunfish Street
City:	Austin
State/Country:	TEXAS
Postal Code:	78734
Entity Type:	INDIVIDUAL:

Name:	Morris Weiss
Street Address:	8226 Bee Caves Road
City:	Austin
State/Country:	TEXAS
Postal Code:	78746
Entity Type:	INDIVIDUAL:

Name:	Zachary Passaretti MD
Street Address:	63 Shaker Road
City:	Albany
State/Country:	NEW YORK
Postal Code:	12204
Entity Type:	INDIVIDUAL:

Name:	Chalis Capital LLC
Street Address:	12 Norwalk Ave.
City:	Westport
State/Country:	CONNECTICUT
Postal Code:	06880
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	Bazco, LLC
Street Address:	63 Old Niskayuna Road
City:	Loudonville
State/Country:	NEW YORK
Postal Code:	12211
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	Birch Holdings, LLC
Street Address:	28 Sage Lane Road
City:	Glenmont
State/Country:	NEW YORK
Postal Code:	12077
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	SOLA LTD
Street Address:	c/o Solus Alternative Asset Management LP, 430 Park Avenue, 12th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Exempted Company: CAYMAN ISLANDS

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3151467	EVIDOT
Registration Number:	3136418	EVIFLUOR
Serial Number:	78311956	EVITAGS
Serial Number:	78849789	NIGHTMARKER
Serial Number:	77274462	DOTSTRAND
Serial Number:	77274478	DOTSTRAND

CORRESPONDENCE DATA

Fax Number: (860)275-0343
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 860-275-0589
Email: nytrademark@daypitney.com
Correspondent Name: Barb Villandry, Day Pitney LLP
Address Line 1: 242 Trumbull Street
Address Line 4: Hartford, CONNECTICUT 06103

ATTORNEY DOCKET NUMBER:	129002-000050
NAME OF SUBMITTER:	Barb Villandry
Signature:	/Barb Villandry/
Date:	01/09/2008

Total Attachments: 6
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TRADEMARK COLLATERAL SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL SECURITY AGREEMENT (this "Agreement"), dated as of January 9, 2008, is made by Evident Technologies, Inc., a Delaware corporation, with its principal office at 216 River Street, Suite 200, Troy, New York 12180 ("Borrower"), in favor of those individuals and entities listed on Schedule I hereto (each a "Secured Party" and together, the "Secured Parties").

WHEREAS, Borrower has adopted, used and is using, and is the sole owner of the marks set forth on Schedule II hereof (the "Marks");

WHEREAS, pursuant to that certain Security Agreement (the "Security Agreement"), dated of even date herewith, by and among Borrower and the Secured Parties, as collateral security for the prompt payment and performance in full when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations (as defined in the Security Agreement), Borrower pledged and granted to the Secured Parties, for their ratable benefit, a security interest in all of Borrower's right, title and interest in certain collateral, including the Marks, together with the goodwill of the business symbolized by the Marks; and

WHEREAS, it is the purpose of this document to memorialize the aforementioned security interest in a form suitable for recordation in the United States Patent and Trademark Office;


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective as of even date herewith, Borrower does hereby grant to the Secured Parties a lien and security interest in and to the Marks, all registrations and applications for registrations of the Marks, including the registrations and applications identified on Schedule II, together with the goodwill of the business symbolized by the Marks and together with all of Borrower's right to sue and recover for infringement of the Marks, free and clear of all liens, claims, charges, security interests, and other interests or encumbrances, which security interest shall secure the prompt payment and performance in full when due of the Secured Obligations, as set forth in the Security Agreement.

Borrower hereby acknowledges and affirms that the security interest granted in this Agreement is granted in conjunction with the security interest granted to the Secured Parties under the Security Agreement and those rights and remedies of the Secured Parties which are now or subsequently available to the Secured Parties as a matter of law or equity.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been duly executed, sealed and delivered by an authorized officer of Borrower.

EVIDENT TECHNOLOGIES, INC.

By: 
Name: Clinton T. Ballinger
Title: Chief Executive Officer

STATE OF NEW YORK)

) ss.:

COUNTY OF RENSSELAER)

On this the 7th day of January, 2008, before me, personally appeared Clinton T. Ballinger who, being by me duly sworn, did depose and say that he is the Chief Executive Officer of Evident Technologies, Inc., the corporation described in and which executed the above instrument, and that he as such Chief Executive Officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Chief Executive Officer and attorney-in-fact.

IN WITNESS WHEREOF, I hereunto set my hand.


Commissioner of Superior Court/Notary Public

My Commission Expires: 12/10/2010
No. 0186047118

[Signature Page to Trademark Collateral Security Agreement]

SCHEDULE I
TO
TRADEMARK COLLATERAL SECURITY AGREEMENT

Secured Parties	Address
John Joseph Gorman V Trust	8226 Bee Caves Road Austin, TX 78746
Tejas Securities Group, Inc. 401K Plan and Trust FBO John J. Gorman, John Gorman Trustee	8226 Bee Caves Road Austin, TX 78746
Ryleigh Gorman Trust	8226 Bee Caves Road Austin, TX 78746
Greywolf Capital Partners II, LP	4 Manhattanville Road, Suite 201 Purchase, NY 10577
LC Capital Master Fund, LTD	680 Fifth Avenue, 12th Floor New York, NY 10019
Millennium Fixed Income, LP	c/o Millennium Management LLC 666 Fifth Avenue, 8th Floor New York, New York 10103
Opalka Family Investment Partners, LP	6 Heather Ridge Averill Park, NY 12018
Walter L. Robb	c/o Vantage Management, Inc. 3000 Troy-Schenectady Road Schenectady, NY 12309
Singer Children's Management Trust	c/o Romulus Holdings Inc. 2200 Fletcher Avenue Fort Lee, NJ 07024
Benjamin E. Nickoll	34 Gramercy Park, #2A New York, NY 10003
Frederick Wahl	21 East 87th Street New York, NY 10128
John J. Colton	c/o Gilder Gagnon 1775 Broadway New York, NY 10019

Michael Wolf	804 Sunfish Street Austin, TX 78734
Morris Weiss	8226 Bee Caves Road Austin, TX 78746
Zachary Passaretti, MD	63 Shaker Road Albany, NY 12204
Chalis Capital LLC	12 Norwalk Ave. Westport, CT 06880
Bazco, LLC	63 Old Niskayuna Road Loudonville, NY 12211
Birch Holdings, LLC	28 Sage Lane Road Glenmont, NY 12077
SOLA LTD	c/o Solus Alternative Asset Management LP 430 Park Avenue, 12th Floor New York, New York 10022

SCHEDULE II
TO
TRADEMARK COLLATERAL SECURITY AGREEMENT

U.S. Trademark Registrations

<u>HOLDER</u>	<u>MARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
Borrower	Evidot	3151467	10/03/06
Borrower	Eviflour	3136418	08/29/06

U.S. Trademark Applications

<u>HOLDER</u>	<u>MARK</u>	<u>APPLICATION NUMBER</u>	<u>APPLICATION DATE</u>
Borrower	Evitags	78/311956	10/10/03
Borrower	Nightmarker	78/849789	03/30/06
Borrower	Dotstrand (word)	77/274462	09/07/07
Borrower	Dotstrand (stylized)	77/274478	09/07/07