

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
WYNIT, INC.		10/31/2007	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	KEYBANK NATIONAL ASSOCIATION		
Street Address:	127 Public Square		
Internal Address:	4th Floor		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3037412	WYNIT WE DISTRIBUTE	
Registration Number:	3267231	WYNIT WE DISTRIBUTE	
Registration Number:	3267207	WYNIT	
CORRESPONDENCE DATA			
Fax Number:	(415)393-9887		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	216.479.8500		
Email:	trademark@ssd.com		
Correspondent Name:	Patrick J. Burke, Esq.		
Address Line 1:	Squire, Sanders & Dempsey L.L.P.		
Address Line 2:	4900 Key Tower, 127 Public Square		
Address Line 4:	Cleveland, OHIO 44114-1304		
ATTORNEY DOCKET NUMBER:	020687.32		
NAME OF SUBMITTER:	Patrick J. Burke		

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Signature:	/Patrick J. Burke/
Date:	01/09/2008
Total Attachments: 6 source=Collateral_Assignment_of_Security_Interest_in_Trademarks_(executed)#page1.tif source=Collateral_Assignment_of_Security_Interest_in_Trademarks_(executed)#page2.tif source=Collateral_Assignment_of_Security_Interest_in_Trademarks_(executed)#page3.tif source=Collateral_Assignment_of_Security_Interest_in_Trademarks_(executed)#page4.tif source=Collateral_Assignment_of_Security_Interest_in_Trademarks_(executed)#page5.tif source=Collateral_Assignment_of_Security_Interest_in_Trademarks_(executed)#page6.tif	

**COLLATERAL ASSIGNMENT OF SECURITY INTEREST IN
TRADEMARKS AND LICENSES**

THIS COLLATERAL ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS AND LICENSES (this "Agreement") is made as of is made as of October 31, 2007, by and between WYNIT, INC., a New York corporation, having an office at 5801 East Taft Road, North Syracuse, New York, 13212 ("Grantor") and KEYBANK NATIONAL ASSOCIATION, a national banking association, having an office at 127 Public Square, Cleveland, Ohio 44114, as Administrative Agent.

RECITALS

A. Grantor is the owner of certain registered trademarks listed in Exhibit A attached to this Agreement.

B. Grantor has entered into that certain Second Amended and Restated Credit and Security Agreement dated as of October 31, 2007 (as from time to time amended, modified or supplemented, the "Credit Agreement"), among the Grantor, those certain lenders which are party thereto, and KeyBank National Association, as administrative agent (the "Administrative Agent") and letter of credit issuer (the "LC Issuer"), pursuant to which, upon the satisfaction by the Grantor of certain terms and conditions contained therein, the Administrative Agent, the Lenders and the LC Issuer (collectively the "Secured Parties") will continue to make certain advances and other financial accommodations available to the Grantor.

C. Pursuant to the Credit Agreement, Grantor has agreed to grant the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of its right, title and interest in and to the trademarks described in Exhibit A, and the goodwill symbolized by such trademarks (the "Goodwill") as collateral security for the Obligations (as defined in the Credit Agreement).

D. Grantor is the owner of the entire right, title and interest in the trademarks and Goodwill which are the subject hereof.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, Grantor hereby:

1. Grants to the Administrative Agent, for the benefit of the Secured Parties, as security for the Obligations, a security interest in and to the trademarks listed in Exhibit A and to the Goodwill, and a security interest in and to all trademarks and Goodwill acquired by Grantor after the date hereof;

2. Grants to the Administrative, for the benefit of the Secured Parties, as security for the Obligations, a security interest in and to any license agreements in which Grantor is or becomes licensed to use know-how, a patent, copyright, mask work, semi-conductor chip product, trademark, trade secret or other proprietary right (except to the extent that such license agreements grant licenses which by their terms may not be assigned or otherwise transferred or encumbered by the Grantor, as specified as of the date hereof on Exhibit B and from time to time

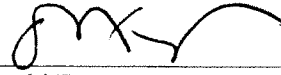
thereafter); and

3. Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to note in the record the existence of the security interest granted hereunder with respect to each of the trademarks listed in Exhibit A and, subject to any restrictions on assignment and the granting of liens thereon, to the Goodwill and to all trademarks and Goodwill acquired by Grantor after the date hereof.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be signed by its authorized officer and duly attested the day and year first above written.

WYNIT, INC.
("GRANTOR")



By: Donald F. X. Keegan
Its: Treasurer and Assistant Secretary

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF New York)
) ss:
COUNTY OF Onondaga)

On this 31 day of October, 2007, before me personally came Donald F.X. Keegan, to me known, who, being duly sworn, did depose and state that he is the Treasurer and Assistant Secretary of Wynit, Inc., the company described in and which executed the above instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Lori C Lord
Notary Public

[SEAL]

My commission expires: Sept 8, 09

Lori C. Lord
Notary Public in the State of New York
Qualified in Onondaga County No. 01LOS984538
My Commission Expires September 8, 09

EXHIBIT A

TRADEMARKS/SERVICE MARKS

<u>Service Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Owner</u>
“WYNIT WE DISTRIBUTE,” stylized form	3037412	January 2, 2006	Wynit, Inc.
“WYNIT WE DISTRIBUTE,” & Design	3267231	July 24, 2007	Wynit, Inc.
“WYNIT” standard character mark	3267207	July 24, 2007	Wynit, Inc.

EXHIBIT B

NON-ASSIGNABLE LICENSES

None.