

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Amendment to Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jameson, LLC	FORMERLY MacLean Jameson, L.L.C.	12/28/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CapitalSource Finance, LLC		
Street Address:	4445 Willard Avenue; 12th Floor		
City:	Chevy Chase		
State/Country:	MARYLAND		
Postal Code:	20815		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2042402	2ND MAN	
CORRESPONDENCE DATA			
Fax Number:	(214)758-1550		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2147581500		
Email:	estafford@pattonboggs.com		
Correspondent Name:	V. Craig Belair		
Address Line 1:	2001 Ross Avenue; Suite 3000		
Address Line 2:	Patton Boggs LLP		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	013043.0461		
NAME OF SUBMITTER:	V. Craig Belair		
Signature:	/V. Craig Belair/		

OP \$40.00 2042402

Date:

01/11/2008

Total Attachments: 6

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FIRST AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This First Amendment to Intellectual Property Security Agreement is made and effective as of December 28, 2007, by **JAMESON, LLC** (f/k/a MacLean Jameson, L.L.C.), a Delaware limited liability company (including any of its successors or permitted assignees, "**Grantor**"), in favor of **CAPITALSOURCE FINANCE LLC**, a Delaware limited liability company, as agent for the Lenders (as defined in the Credit Agreement (as defined below)) (in such capacity, the "**Agent**"). Capitalized terms used in this Amendment and not otherwise defined shall have the respective meanings ascribed to such terms in the Credit Agreement.

RECITALS

WHEREAS, pursuant to that certain Credit Agreement, dated as of June 21, 2007, by and among Jameson Holding Company, LLC, a Delaware limited liability company ("**Holdings**"), Grantor, the Agent, the Lenders and certain other parties thereto (as amended by that certain Amendment/Clarification dated as of August 1, 2007, and by that certain Consent and Second Amendment to Credit Agreement, dated as of December 28, 2007 (the "**Second Amendment**") and as further amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), the Lenders have agreed, subject to the terms and conditions set forth therein, to lend to Grantor certain amounts pursuant to the credit facilities set forth therein (collectively, the "**Loans**"); and

WHEREAS, Grantor, NewCom, Inc., a North Carolina corporation ("**Seller**"), and Newton C. Walton entered into that certain Asset Purchase and Royalty Agreement dated December 28, 2007, pursuant to which Seller sold, assigned, transferred and conveyed to Grantor Seller's right, title and interest in and to, among other things, certain Patents and Trademarks.

NOW, THEREFORE, in consideration of the willingness of the Agent and the Lenders to enter into the Second Amendment and to agree, subject to the terms and conditions set forth therein, to continue to make the Loans to the Grantors pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Patent Schedule.** Schedule B to the IP Security Agreement shall be and hereby is amended to add thereto the Patent Collateral set forth on Schedule A to this Amendment.

2. **Trademark Schedule.** Schedule C to the IP Security Agreement shall be and hereby is amended to add thereto the Trademark Collateral set forth on Schedule B to this Amendment.

3. **Miscellaneous.**

(a) This Amendment has been entered into in conjunction with the provisions of and the security interest granted to the Agent, for the ratable benefit of the Lenders, under the Credit Agreement. The rights and remedies of the Grantor and the Agent with respect to the security interests granted herein are in addition and without prejudice to

those set forth in the Credit Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this Amendment are deemed to conflict with the Credit Agreement or the other Loan Documents, the provisions of the Credit Agreement or the other Loan Documents shall govern.

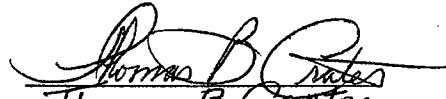
(b) This Amendment may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Intellectual Property Security Agreement as of the date first written above.

JAMESON, LLC (f/k/a MacLean Jameson, L.L.C.)

By:
Name:
Title:


Thomas B. CRATES
President & CEO

AGENT:

CAPITALSOURCE FINANCE LLC

By: _____


Name: **Peggy Balsawer**
Title: **Associate General Counsel**
Corporate Finance

SCHEDULE A

PATENT COLLATERAL

Registered Patents

<u>Patent No.</u>	<u>Issue Date</u>
5,618,031	04/08/1997
5,735,505	04/07/1998
6,045,124	04/04/2000

Pending Patent Applications

None.

SCHEDULE B

TRADEMARK COLLATERAL

Registered Trademarks

<u>Trademark Reg. No.</u>	<u>Issue Date</u>
2,042,402	03/04/1997

Pending Trademark Applications

None.