

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
Arc Machines, Inc.		01/16/2008	CORPORATION:
RECEIVING PARTY DATA			
Name:	Merrill Lynch Commercial Finance Corp., as Administrative Agent		
Street Address:	222 North LaSalle Street		
Internal Address:	17th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3214820	AMI ARC MACHINES, INC.	
Registration Number:	3212321	AMI	
Registration Number:	3166917	ARC MACHINES INC.	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7807		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-863-7233		
Email:	rena.kollias@goldbergekohn.com		
Correspondent Name:	rena kollias		
Address Line 1:	55 East Monroe		
Address Line 2:	Suite 3300		
Address Line 4:	chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6155.004		
NAME OF SUBMITTER:	Rena Kollias		

OP \$90.00 3214820

Signature:

/renakollias/

Date:

01/16/2008

Total Attachments: 5

source=Document#page1.tif

source=Document#page2.tif

source=Document#page3.tif

source=Document#page4.tif

source=Document#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 16th day of January, 2008, by Arc Machines, Inc., a California corporation ("Grantor"), in favor of Merrill Lynch Commercial Finance Corp., in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

WITNESSETH

WHEREAS, Grantor and Grantee are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith between Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:


- (i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;
- and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

ARC MACHINES, INC.

By 
Its _____

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH COMMERCIAL FINANCE CORP.,
as Administrative Agent

By _____
Its _____

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

ARC MACHINES, INC.

By _____
Its _____

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH COMMERCIAL FINANCE CORP.,
as Administrative Agent

By Pauls RL
Its Vice President

**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT**

Trademarks

Trademarks:

Arc Machines, Inc.:

Title or Description	Registration Number	Filing, Registration, Issue or Application Date	Record Owner	Country
AMI Arc Machines, Inc. (stylized logo)	Trademark 3,214,820	3/6/2007	Arc Machines, Inc.	USA
AMI (standard characters)	Trademark 3,212,321	2/27/2007	Arc Machines, Inc.	USA
ARC MACHINES, INC. (standard characters)	Trademark 3,166,917	10/31/2006	Arc Machines, Inc.	USA