

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Flagship Financing, LLC		01/25/2008	LIMITED LIABILITY COMPANY: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Comerica Bank		
<b>Street Address:</b>	2000 Avenue of the Stars, Suite 210		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90067		
<b>Entity Type:</b>	INC. ASSOCIATION: TEXAS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78979689	HELLGATE	
<b>Serial Number:</b>	78554201	HELLGATE	
<b>Serial Number:</b>	77100773	HELLGATE LONDON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(310)500-3501		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	3105003500		
<b>Email:</b>	cdevaskar@linerlaw.com		
<b>Correspondent Name:</b>	Chetan Devaskar, Esq.		
<b>Address Line 1:</b>	1100 Glendon Avenue, 14th Floor		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90024		
<b>NAME OF SUBMITTER:</b>	Chetan Devaskar		
<b>Signature:</b>	/cdevaskar/		

CH \$90.00 78979689

Date:

02/01/2008

**Total Attachments: 8**

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TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS AND  
TRADEMARK APPLICATIONS)

**January 25, 2008**

WHEREAS, Flagship Financing, LLC (the "Grantor") now owns or holds and may hereafter adopt, acquire or hold Trademarks (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar Governmental Authority of the United States, any state thereof or any other country or any political subdivision of any thereof, and all reissues, extensions or renewals thereof) including without limitation, the Trademarks listed on Schedule A hereto, as such Schedule may, through the delivery of a Trademark Security Agreement Supplement, be amended from time to time by the addition of Trademarks subsequently applied for, registered or otherwise adopted or acquired;

WHEREAS, pursuant to the Senior Secured Term Loan and Security Agreement, dated as of January 25, 2008 (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Loan Agreement"; capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed to such terms in the Loan Agreement), by and among the Grantor and Comerica Bank (the "Secured Party");

WHEREAS, pursuant to the terms of the Loan Agreement, the Grantor has granted to the Secured Party a security interest in and to all personal property of the Grantor including, without limitation, all right, title and interest of the Grantor in, to and under all of the Grantor's Trademarks, whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Grantor, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of the Obligations.; and

WHEREAS, the Secured Party and the Grantor by this instrument seek to confirm and make a record of the grant of a security interest in the Trademarks and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Secured Party, as security for the Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items (i)-(ii) being collectively referred to herein

as the "Trademark Collateral"), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Grantor:

(i) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark referred to in Schedule A, hereto, and

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

The Grantor agrees that if any Person shall do or perform any acts which the Secured Party reasonably believes constitutes an infringement of any Trademark, or violate or infringe any right therein of the Grantor or the Secured Party or if any Person shall do or perform any acts which the Secured Party reasonably believes constitutes an unauthorized or unlawful use thereof, then and in any such event, upon thirty (30) days' prior written notice to the Grantor (or if an Event of Default is at the time continuing, then upon written notice), the Secured Party may and shall have the right to take such reasonable steps and institute such reasonable suits or proceedings as the Secured Party may deem advisable or necessary to prevent such act(s) and/or conduct and to secure damages and other relief by reason thereof, and to generally take such reasonable steps as may be advisable or necessary or proper for the full protection of the rights of the Grantor and/or the Secured Party. The Secured Party may take such steps or institute such suits or proceedings in its own name or in the name of the Grantor or in the names of the parties jointly. The Secured Party hereby agrees to give the Grantor written notice of any steps taken, or any suits or proceedings instituted, by the Secured Party pursuant to this paragraph and the Grantor agrees to reasonably assist the Secured Party with any reasonable steps taken, or any suits or proceedings instituted by the Secured Party pursuant to this paragraph at the Grantor's sole expense.

This security interest is granted in conjunction with the security interests granted to the Secured Party pursuant to the Loan Agreement. The Grantor and the Secured Party do hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest made and granted hereby are subject to, and more fully set forth in, the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement is made for collateral purposes only. At such time as all Commitments have terminated and all Obligations have been paid in full and performed, the Secured Party shall promptly execute and deliver to the Grantor, at the Grantor's expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper and take all actions relating thereto as may be necessary or proper to terminate the security interest of the Secured Party in the Trademark Collateral, subject to any disposition thereof which may have been made by the Secured Party pursuant to the terms hereof or of the Loan Agreement.

Subject to the terms and conditions of the Loan Agreement, the Secured Party will provide notice(s) required by Section 12.7 of the Loan Agreement in connection with any enforcement of its rights against any of the Collateral, to the extent applicable.

So long as no Event of Default shall have occurred or be continuing, and subject always to the various provisions of the Loan Agreement and the other Loan Documents to which it is a party, the Grantor may use, license or exploit the Trademark Collateral in any lawful manner permitted under the Loan Agreement and the other Loan Documents.


**THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF CALIFORNIA, EXCLUSIVE OF ITS CONFLICTS OF LAW PROVISIONS.**

This Trademark Security Agreement, and any modifications, amendments or supplements hereto may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original for all purposes, but all such counterparts taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of this Trademark Security Agreement shall constitute delivery of a manually executed counterpart of this Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed as of the date first written above.

Flagship Financing, LLC, a California limited liability company

By:   
Name: William Patton  
Title: Chief Manager

Accepted:

COMERICA BANK, as the Secured Party

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed as of the date first written above.

Flagship Financing, LLC, a California limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted:

COMERICA BANK, as the Secured Party

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SCHEDULE A  
TO  
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

*Trademark Registrations*

<b>Territory</b>	<b>Serial No.</b>	<b>Registration Date</b>	<b>Classification</b>	<b>Status</b>
ARGENTINA	2590866	11/21/06	Class 9	REGISTERED
ARGENTINA	2113994	09/15/06 Renewal due 09/15/2016	Class 41	REGISTERED
AUSTRALIA	760978	06/11/99	Class 9	REGISTERED
CHILE	747509	01/23/06	Class 9	REGISTERED
CHILE	747510	01/23/06	Class 41	REGISTERED
FRANCE	99-768623	01/13/99	Not indicated	REGISTERED
GERMANY	39902062.4	04/20/99	Class 9	REGISTERED
HONG KONG	300420254	09/15/05	Class 9, 16, 28, 41	REGISTERED
JAPAN	863780	05/11/05	Class 9, 16, 28, 41	REGISTERED
KOREA	International Registration Number – 863780	06/07/07	Class 9, 16, 28, 41	REGISTERED
MEXICO	897439	06/29/05	Class 9	REGISTERED
MEXICO	897440	06/29/05	Class 41	REGISTERED
PANAMA	14397201	07/26/05 Renewal due 07/25/15	Class 9	REGISTERED



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PANAMA	14397101	07/26/05 Renewal due 07/25/15	Class 41	REGISTERED
RUSSIA	309862	05/31/05	Class 9, 16, 28, 41	REGISTERED
TAIWAN	1224631	08/16/06	Class 9, 16, 28, 41	REGISTERED
THAILAND	KOR252090	07/13/05	Class 9	REGISTERED
THAILAND	BOR30941	07/13/05	Class 41	REGISTERED
UNITED KINGDOM	2186234	01/14/99	Class 9	REGISTERED
UNITED STATES	78979689	01/26/05		LIVE
UNITED STATES	78554201	01/26/05		LIVE
UNITED STATES	7710073	02/06/07		LIVE
VIETNAM	81886	05/09/07	Class 9, 16, 28, 41	REGISTERED
WIPO	863780	05/11/05	Class 9, 16, 28, 41	REGISTERED

***Trademark Applications***

<b>Territory</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Classification</b>	<b>Status</b>
BRAZIL	827475799	06/23/05	Class 9	“Ped. Com.”
BRAZIL	827475802	06/23/05	Class 9	“Ped. Com.”
CANADA	1257721	05/13/05	Not indicated	Allowed
EUROPEAN UNION	A0011461 (WIPO)	05/11/05		

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HONG KONG	300946071	09/03/07	Class 9, 16, 28, 41	Application of Acceptance for Registration Published on 12/21/07
INDIA	1358148	05/13/05	Class 9, 16, 28, 41	Pending
INDONESIA	D002005005058 [D00-2004-14613-14722]	05/19/05	Class 9	Granted/Registered on 12/27/05 Registration # 000059875 (IDM000059875)
INDONESIA	J002005005059 [J00-2004-14614-14723]	05/19/05	Class 41	Granted/Registered on 12/27/05 000059876 (IDM000059876)
MACAU	N/30953 N/30954 N/30955 N/30956	09/03/07	Class 9, 16, 28, 41	Entrada
MALAYSIA	5009060	06/07/05	Class 9	Pending
MALAYSIA	5009061	06/07/05	Class 41	Pending
PHILIPPINES	4-2005-007000	07/26/05	Class 9, 16, 28, 41	Pending
SINGAPORE Madrid Protocol	A0001461	05/11/05	Class 9, 16, 28, 41	Pending
TAIWAN	96046500 [096046501]	10/02/07	Class 9, 16, 28, 41	Pending
USA	78/554201	01/26/05	Class 9, 16, 28, 41	Active

SCHEDULE A

**RECORDED: 02/01/2008**

**TRADEMARK  
REEL: 003710 FRAME: 0148**