

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment Number One to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NOBLE SYSTEMS CORPORATION		11/02/2007	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	WELLS FARGO Foothill, INC.		
Street Address:	2450 Colorado Avenue, Suite 3000W		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78855686	AMCAT	
CORRESPONDENCE DATA			
Fax Number:	(213)627-0705		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	213-683-5698		
Email:	minettetayco@paulhastings.com		
Correspondent Name:	Minette M. Tayco		
Address Line 1:	515 S. Flower Street, 25th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	WFF/NOBLE (45035.00250)		
NAME OF SUBMITTER:	Minette M. Tayco		
Signature:	/Minette M. Tayco/		
Date:	02/04/2008		

CH \$40.00 78855686

Total Attachments: 5

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**AMENDMENT NUMBER ONE TO
TRADEMARK SECURITY AGREEMENT**

This **AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT**, dated as of November 2, 2007 (this "Amendment"), is delivered pursuant to Section 5 of that certain Trademark Security Agreement, dated as of June 28, 2007 (the "Trademark Security Agreement"), among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO FOOTHILL, INC.**, a California corporation, in its capacity as Agent for the Lender Group and the Bank Product Provider (together with its successors, "Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trademark Security Agreement, which by this reference is incorporated herein.

WHEREAS, the Grantors and Agent are parties to that certain Trademark Security Agreement recorded with the United States Patent and Trademark Office on or about June 29, 2007; and

WHEREAS, the Grantors and Agent wish to amend the Trademark Security Agreement by adding certain Trademarks to the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. Grantors and Agent hereby agree that (a) Schedule I to the Trademark Security Agreement is hereby amended to include the Trademark Collateral listed on Schedule I attached hereto (in addition to the other Trademark Collateral described in Schedule I to the Trademark Security Agreement) and (b) the Trademark Collateral listed on Schedule I attached hereto shall be and become part of the Trademark Collateral referred to in the Trademark Security Agreement and Schedule I attached thereto and shall secure all Obligations pursuant to the Trademark Security Agreement.

2. Each Grantor hereby: (a) reaffirms all prior grants of security interests in favor of Agent in all of Grantor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule I to the Trademark Security Agreement prior to the effectiveness of this Amendment; (b) grants, assigns, transfers, and conveys to Agent continuing security interests in all of Grantor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule I attached hereto; (c) represents and warrants that the representations and warranties in the Trademark Security Agreement, as amended by the Amendment, are true and correct in all material respects on and as of the date hereof, as though made on such date; and (d) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

3. This Amendment shall be governed by, and construed and enforced in accordance with, the federal laws of the United States and the laws of the State of Georgia.

4. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

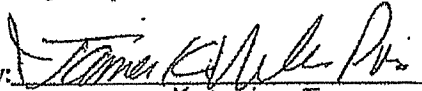
5. This Amendment is a Loan Document.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Agreement by and through their duly authorized officers, as of the day and year first above written.

GRANTORS:

NOBLE SYSTEMS CORPORATION,
a Georgia corporation

By: 
Name: James K. Noble Jr.
Title: President

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE
TO TRADEMARK SECURITY AGREEMENT]

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC., as Agent

By: _____
Name: JOHN NOCITA
Title: SVP

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE
TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT

U.S. Trademark Serial No. 78,855,686
Owner: Noble Systems Corporation
Word Mark: AMCAT
First Use: June 1, 1991
Current Disposition: LIVE