

**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>
ImageCare Maintenance Services, LLC		02/12/2008	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	General Electric Capital Corporation, as Agent		
<b>Street Address:</b>	500 West Monroe Street, 12th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661-3679		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3050198	IMAGECARE	
Registration Number:	3050197	IMS	
Registration Number:	3050196	IMS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)803-5299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(312) 845-3430		
<b>Email:</b>	kalwa@chapman.com		
<b>Correspondent Name:</b>	Richard Kalwa		
<b>Address Line 1:</b>	111 West Monroe Street		
<b>Address Line 2:</b>	Chapman and Cutler LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	1665041		
<b>NAME OF SUBMITTER:</b>	Richard Kalwa		

CH \$90.00 3050198

Signature:

/richard kalwa/

Date:

04/03/2008

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 12, 2008, is made by ImageCare Maintenance Services, LLC ("*Grantor*"), in favor of General Electric Capital Corporation ("*GE Capital*"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "*Agent*") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 31, 2007 (as the same has been and may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Borrower, Icon Acquisitions, Inc., a Delaware corporation, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Joinder Agreement, dated as of even date herewith, to a Guaranty and Security Agreement, dated as of July 31, 2007, in favor of the Agent (the "*Guaranty and Security Agreement*"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Agent as follows:

*Section 1. Defined Terms.* Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

*Section 2. Grant of Security Interest in Trademark Collateral.* The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "*Trademark Collateral*"):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

- (c) all renewals and extensions of the foregoing;
- (d) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (e) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no Excluded Property shall be Trademark Collateral hereunder.

*Section 3. Guaranty and Security Agreement.* The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

*Section 4. Grantor Remains Liable.* The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

*Section 5. Counterparts.* This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


*Section 6. Governing Law.* This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

IMAGECARE MAINTENANCE SERVICES, LLC, as  
Grantor

By:   
Name: JOHN CALLAN  
Title: CFO

TRADEMARK SECURITY AGREEMENT  
FOR THE BENEFIT OF GENERAL ELECTRIC CAPITAL CORPORATION

TRADEMARK  
REEL: 003751 FRAME: 0702

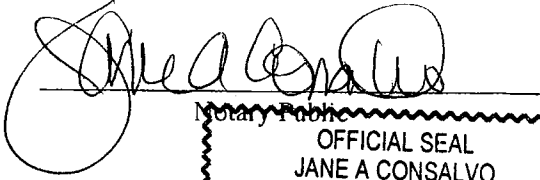
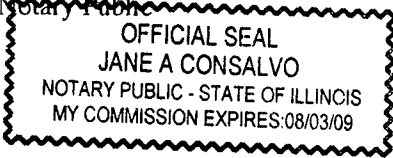
ACKNOWLEDGMENT OF GRANTOR

State of (Illinois)

County of Cook )

ss.

On this 7 day of February, 2008 before me personally appeared John P. Callan, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of ImageCare Maintenance Services, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.

  
\_\_\_\_\_  
Notary Public  


TRADEMARK SECURITY AGREEMENT  
FOR THE BENEFIT OF GENERAL ELECTRIC CAPITAL CORPORATION

TRADEMARK  
REEL: 003751 FRAME: 0703

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Agent

By: *Pamela Eskra*  
Name: *Pamela Eskra*  
Title: *fully authorized signatory*

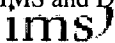
TRADEMARK SECURITY AGREEMENT  
FOR THE BENEFIT OF GENERAL ELECTRIC CAPITAL CORPORATION

**TRADEMARK**  
**REEL: 003751 FRAME: 0704**

**SCHEDULE I  
To  
TRADEMARK SECURITY AGREEMENT**

TRADEMARKS

**Federal:**

<b>Trademark</b>	<b>Owner</b>	<b>Brief Goods/Services</b>	<b>SN/RN</b>	<b>Status/Date</b>
IMAGECARE	ImageCare Maintenance Services, LLC	(Int'l Class: 37) Installation and maintenance of interior and exterior signage	3,050,198	Registered: Jan. 24, 2006
IMS	ImageCare Maintenance Services, LLC	(Int'l Class: 37) Installation and maintenance of interior and exterior signage	3,050,197	Registered: Jan. 24, 2006
IMS and Design 	ImageCare Maintenance Services, LLC	(Int'l Class: 37) Installation and maintenance of interior and exterior signage	3,050,196	Registered: Jan. 24, 2006

DOMAIN NAMES

<b>Domain Name</b>	<b>Registrant</b>	<b>Registrar</b>	<b>Exp Date</b>
www.imagecare-usa.com	Icon Identity Solutions	[Network Solutions]	[1/4/09]

TRADE NAMES

ImageCare Maintenance Services