

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
Norcom, Inc.		04/08/2008	CORPORATION:

RECEIVING PARTY DATA	
Name:	LaSalle Bank National Association, as Agent
Street Address:	135 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	INC. ASSOCIATION:

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2772466	BRAINLINK
Registration Number:	1955420	CAMPUS COLLECTION
Registration Number:	1121858	CEL-U-DEX
Registration Number:	2462593	GALACTIC GLITTER
Registration Number:	1133660	IRIS
Registration Number:	1148882	NORCOM
Registration Number:	2478022	NORCOM
Registration Number:	1619853	NORCOM BASIC NOTEBOOK
Registration Number:	2270090	OMNI
Registration Number:	2811494	PLEASANT HILL PRESS
Registration Number:	2541745	POLYTEK
Registration Number:	2967635	PRETTY PETALS
Registration Number:	1616697	SPEED-DEX
Registration Number:	2498116	TOOLS FOR KNOWLEDGE

OP \$390.00 2772466

Registration Number:	2529841	WORKFORCE
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CORRESPONDENCE DATA

Fax Number: (312)863-7807
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-863-7233
Email: rena.kollias@goldbergkohn.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:	1403.108
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NAME OF SUBMITTER:	Rena Kollias
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Signature:	/renakollias/
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Date:	04/16/2008
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Total Attachments: 8
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source=NorcomIP#page3.tif
source=NorcomIP#page4.tif
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source=NorcomIP#page6.tif
source=NorcomIP#page7.tif
source=NorcomIP#page8.tif

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 8, 2008, by NORCOM, INC., a Delaware corporation (the "Grantor"), in favor of LASALLE BANK NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (as defined below) (in such capacity, the "Agent").

RECITALS

A. The Grantor and/or its affiliates have entered into an Amended and Restated Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with various lenders ("Lenders") and the Agent, pursuant to which such Lenders have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor and/or its affiliates and pursuant to which certain obligations owed to the Agent and the Lenders are secured.

B. Pursuant to the Loan Agreement, the Grantor is required to execute and deliver to the Agent, for the ratable benefit of the Agent and the Lenders, this Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to the Agent, for the benefit of the Agent and the Lenders, a security interest in all or substantially all of the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Loan Agreement.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, the Grantor does hereby grant to the Agent, for the benefit of the Agent and the Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

1. each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

2. each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;

3. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application

referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

4. each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

5. each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;

6. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Agent pursuant to the Loan Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are 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. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

NORCOM, INC.

By: H. R. [Signature]
Title: CHAIRMAN

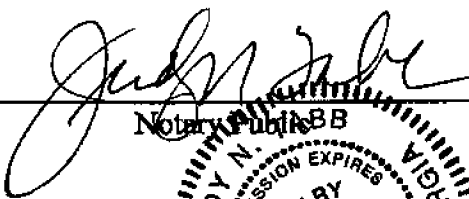
Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION,
as Agent

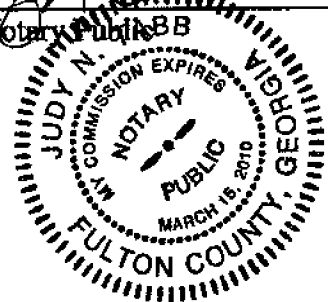
By: _____
Title: _____

STATE OF GEORGIA)
) ss
COUNTY OF FULTON)

On this 8th day of APRIL, 2008, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of the Grantor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.



Notary Public BB




The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

NORCOM, INC.

By: _____
Title: _____



Acknowledged:


LASALLE BANK NATIONAL ASSOCIATION,
as Agent

By:  _____
Title: VP _____

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Trademark	Owner	Country	Registration Number	Registration Date
BRAINLINK	Norcom, Inc.	US	2772466	October 7, 2003
CAMPUS COLLECTION	Norcom, Inc.	US	1955420	February 6, 1996
CEL-U-DEX	Norcom, Inc.	US	1121858	July 10, 1979
Galactic Glitter	Norcom, Inc.	US	2462593	June 19, 2001
IRIS	Norcom, Inc.	US	1133660	April 22, 1980
NORCOM	Norcom, Inc.	US	1148882	March 24, 1981
NORCOM (and design) 	Norcom, Inc.	US	2478022	August 14, 2001
NORCOM BASIC NOTEBOOK (and design) 	Norcom, Inc.	US	1619853	October 30, 1990
OMNI	Norcom, Inc.	US	2270090	August 17, 1999

PLEASANT HILL PRESS	Norcom, Inc.	US	2811494	February 3, 2004
PolyTek	Norcom, Inc.	US	2541745	February 19, 2002
PRETTY PETALS	Norcom, Inc.	US	2967635	July 12, 2005
SPEED-DEX	Norcom, Inc.	US	1616697	October 9, 1990
TOOLS FOR KNOWLEDGE	Norcom, Inc.	US	2498116	October 16, 2001
WORKFORCE	Norcom, Inc.	US	2529841	January 15, 2002
BASIC NORCOM NOTEBOOK (and design) 	Norcom, Inc.	US (State of Georgia)	T9962	March 7, 1990

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses

NONE