

**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
York Telecom Corporation		03/20/2008	CORPORATION:

**RECEIVING PARTY DATA**

Name:	Newspring Mezzanine Capital, LP
Street Address:	555 E. Lancaster Avenue
Internal Address:	Suite 520
City:	Radnor
State/Country:	PENNSYLVANIA
Postal Code:	19807
Entity Type:	LIMITED PARTNERSHIP:

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	1704122	CALLVIEW
Registration Number:	2660624	INITIA
Registration Number:	2780158	INITIA
Registration Number:	2191611	VIDEOSWITCH
Registration Number:	2196201	ACCESSWARE
Registration Number:	2572858	M MADGE
Registration Number:	2954570	C-CURE WARE
Serial Number:	77215769	COLLABORATIVE OPERATING ROOM ENVIRONMENT (CORE)
Serial Number:	77215698	TOTAL MANAGED CONFERENCING SERVICES (TMCS)
Serial Number:	77276126	INTELLI-PRESENCE

**CORRESPONDENCE DATA**

Fax Number: (202)408-3141

**900108239**

**TRADEMARK  
 REEL: 003790 FRAME: 0363**

**CH \$265.00 1704122**

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 800-927-9801x2348  
Email: jpaterso@cscinfo.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 1090 Vermont Avenue NW, Suite 430  
Address Line 2: Attn: Jean Paterson  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	597869A
NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/
Date:	06/05/2008

**Total Attachments: 18**

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## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U S Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**  
 YORK TELECOM CORPORATION  
 81 Corbett Way  
 Eatontown, NJ 07724

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation- State: New Jersey  
 Other \_\_\_\_\_  
 Citizenship (see guidelines) \_\_\_\_\_  
 Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  Yes  
 Additional names, addresses, or citizenship attached?  No

Name: Newspring Mezzanine Capital, LP  
 Internal Address: Radnor Financial Center  
 Street Address: 555 E. Lancaster Ave., Ste 520  
 City: Radnor  
 State: PA  
 Country: \_\_\_\_\_ Zip: 19087

Association Citizenship \_\_\_\_\_  
 General Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other \_\_\_\_\_ Citizenship \_\_\_\_\_  
 If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from assignment)

**3. Nature of conveyance )/Execution Date(s) :**  
 Execution Date(s) 03/20/2008

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_  
 B. Trademark Registration No.(s) See Attached

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**  
 Name: Corporation Service Company  
 Internal Address: 31st Floor  
 Street Address: 1133 Avenue of the Americas  
 City: New York  
 State: NY Zip: 10036  
 Phone Number: \_\_\_\_\_  
 Fax Number: \_\_\_\_\_  
 Email Address: order# 597869 a

**6. Total number of applications and registrations involved:** 10


**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
 Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
 Authorized User Name \_\_\_\_\_

**9. Signature:**  6/5/08  
 Signature Date  
Luis Rodriguez Total number of pages including cover sheet, attachments, and document: 18  
 Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**PATENTS, TRADEMARKS AND COPYRIGHTS  
SECURITY AGREEMENT (TRANCHE A)**

This Patents, Trademarks and Copyrights Security Agreement ("Agreement") is made as of the 20th day of March, 2008, by **YORK TELECOM CORPORATION**, a New Jersey corporation with its chief executive office located at 81 Corbett Way, Eatontwon, New Jersey 07724 ("York") and **INITIA, INC.**, a New Jersey corporation with its chief executive office located at 81 Corbett Way, Eatontwon, New Jersey 07724 ("Initia" and, together with York, collectively and individually, "Company"), and delivered to **NEWSRING MEZZANINE CAPITAL, LP**, having a mailing address Radnor Financial Center, 555 E. Lancaster Avenue, Suite 520, Radnor, Pennsylvania 19087, as collateral agent ("Agent") for the lenders identified in the Loan Agreement, as that term is defined below (the lenders, together with each of their successors and assigns, each individually a "Lender" and collectively the "Lenders").

**BACKGROUND**

A. This Agreement is being executed and delivered to Agent as additional security for the Obligations of Borrowers under that certain Loan and Security Agreement (Tranche A) dated as of even date herewith (as amended, modified, supplemented or replaced from time to time, the "Loan Agreement"), by and among Company, Agent and each of the financial institutions identified as Lenders on Schedule 3 to the Loan Agreement. Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Agreement.

B. Company has filed applications for and/or obtained registrations of the patents, if any, which are necessary and material for the conduct of their business (collectively, the "Patents"); trademarks and service marks, if any, which are necessary and material for the conduct of their business (collectively, "Trademarks"); and copyrights, if any, which haven been federally registered and are necessary and material for the conduct of their business (collectively, the "Copyrights"); listed on Schedule A attached hereto and made part hereof (all such Patents, Trademarks, and Copyrights hereinafter referred to as the "Assets").

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Agreement and all other Loan Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, each Company grants to Agent, for the benefit of Lenders, a lien and security interest in all of its present and future right, title and interest in and to the Assets and the goodwill associated therewith, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Each Company represents, warrants and covenants that:

(a) The Assets are subsisting and have not been adjudged invalid or

unenforceable;

(b) To the best of each Company's knowledge, without investigation, each of the Assets is valid and enforceable;

(c) To the best of each Company's knowledge, without investigation, the Company listed on Schedule A as the owner of each Asset (the "Applicable Company") is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to such Assets, and each of the Assets is free and clear of any liens, claims, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by the Applicable Company not to sue third persons except for Permitted Liens;

(d) Each Company has the unqualified corporate right, power and authority to enter into this Agreement and perform its terms;

(e) The Assets listed on Schedule A constitute all of the federally registered Assets, and all applications for any of the foregoing, now owned by either Company which are necessary and material for the conduct of their business. If, before all Obligations shall have been indefeasibly paid and satisfied in full and the Loan Agreement shall have been terminated, either Company shall obtain rights as a registrant for any new registered patent, trademark or copyright or application therefor, the provisions of this Agreement shall automatically apply thereto and such patent, trademark or copyright or application therefor shall be deemed part of the Assets. Company shall give Agent prompt written notice thereof along with an amended Schedule A.

3. So long as an Event of Default or event which, with the giving of notice or passage of time, or both, would constitute an Event of Default ("Default") has not occurred under the Loan Agreement, the Applicable Company shall continue to have the exclusive right to use, license, sell or otherwise deal with the Assets subject to the terms of the Loan Agreement and Agent and Lenders shall have no right to use the Assets or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Assets to anyone else.

4. If and while an Event of Default exists and is continuing under the Loan Agreement, each Company hereby covenants and agrees that Agent, as the holder of a security interest under the Uniform Commercial Code as now or hereafter in effect in the Commonwealth of Pennsylvania, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Assets covered hereby. In such event, each Company hereby authorizes and empowers Agent, its successors and assigns, and any officer or agent of Agent as Agent may select, in its exclusive discretion, as such Company's true and lawful attorney-in-fact, with the power to endorse such Company's name on all applications, assignments, documents, papers and instruments necessary for Agent to use the Assets or to grant or issue any exclusive or non-exclusive license under the Assets to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else including, without limitation, the power to execute an assignment in the form attached hereto as Exhibit 1. Each Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney is coupled with an interest and with full power of substitution

and shall be irrevocable for the life of this Agreement and the Loan Documents, and until all Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

5. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the parties hereto.

6. All rights and remedies herein granted to Agent and Lenders shall be in addition to any rights and remedies granted under the Loan Agreement and the Loan Documents. In the event of an inconsistency between this Agreement and the Loan Agreement, the language of the Loan Agreement shall control.

7. Upon Borrowers' performance of all of the obligations under the Loan Agreement and the Loan Documents and full and unconditional satisfaction of all Obligations, Agent shall execute and deliver to the Applicable Company all documents reasonably necessary to terminate Agent's security interest in the Assets.

8. Any and all fees, costs and expenses, of whatever kind or nature, including the attorneys' fees and legal expenses incurred by Agent or any Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining or preserving the Assets, or in defending or prosecuting any actions or proceedings arising out of or related to the Assets, or defending, protecting or enforcing Agent's or any Lender's rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by Company on demand by Agent or any Lender and until so paid shall be added to the principal amount of Obligations and shall bear interest at the otherwise applicable rate of interest prescribed in the Loan Agreement.

9. The Applicable Company shall have the right to bring suit in its own name to enforce the Assets, in which event Agent may, if such Applicable Company reasonably deems it necessary, be joined as a nominal party to such suit if Agent shall have been satisfied, in its sole discretion, that Agent is not thereby incurring any risk of liability because of such joinder. Each Company shall promptly, upon demand, reimburse and indemnify Agent for all damages, reasonable costs and expenses, including reasonable attorneys' fees, incurred by Agent in the fulfillment of the provisions of this paragraph.

10. During the existence of an Event of Default under the Loan Agreement, Agent or any Lender may, without any obligation to do so, complete any obligation of either Company hereunder, in either Company's name or in Agent's or any Lender's name, but at Company's expense, and each Company hereby agrees to reimburse Agent and Lenders in full for all costs and expenses, including reasonable attorneys' fees, incurred by Agent or any Lender in protecting, defending and maintaining the Assets.

11. No course of dealing between any or all Borrowers and Agent or any Lender nor any failure to exercise, nor any delay in exercising, on the part of Agent or any Lender, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Agent's and Lenders' rights and

remedies with respect to the Assets, whether established hereby or by the Loan Documents, or by any other future agreements between any or all Borrowers and Agent or any Lender or by law, shall be cumulative and may be exercised singularly or concurrently.

12. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

13. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

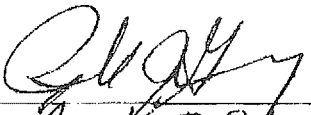
14. This Agreement shall be governed by and construed in conformity with the laws of the Commonwealth of Pennsylvania without regard to its otherwise applicable principles of conflicts of laws.

15. **Each Company and Agent waive any and all rights it may have to a jury trial in connection with any litigation, proceeding or counterclaim arising with respect to rights and obligations of the parties hereto or under the Loan Agreement and the Loan Documents.**

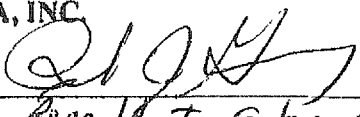
*[Signature Page Follows]*

Dated the date and year first written above.

**YORK TELECOM CORPORATION**

By:   
Name: Ronald J. Gaboury  
Title: President

**INITIA, INC**

By:   
Name: Ronald J. Gaboury  
Title: President

Approved and Accepted:

**NEWSRING MEZZANINE CAPITAL, L.P.**

By: NewSpring Mezzanine Partners, LP,  
its general partner  
By: NewSpring Mezzanine Partners,  
LLC, its general partner

By: \_\_\_\_\_  
Name: Andrew Panzo  
Title: Vice President

*Signature Page to IP Security Agreement (Tranche A)*



Dated the date and year first written above.

**YORK TELECOM CORPORATION**

By: \_\_\_\_\_

Name:

Title:

**INITIA, INC.**

By: \_\_\_\_\_

Name:

Title:

Approved and Accepted:

**NEWSRING MEZZANINE CAPITAL, L.P.**

By: NewSpring Mezzanine Partners, LP,  
its general partner

By: NewSpring Mezzanine Partners,  
LLC, its general partner

By: \_\_\_\_\_

Name: Andrew Panzo

Title: ~~Vice President~~ GP

*Signature Page to IP Security Agreement (Tranche A)*

TRADEMARK

REEL: 003790 FRAME: 0371

ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF New Jersey : SS  
COUNTY OF Morristown :

On this 20<sup>th</sup> day of March, 2008, before me personally appeared Ronald J. Galbreath to me known and being duly sworn, deposes and says that he / she is the President of YORK TELECOM CORPORATION, the corporation described in the foregoing Agreement; that he / she signed the Agreement as such officer pursuant to the authority vested in him / her by law; that the within Agreement is the voluntary act of such corporation; and he / she desires the same to be recorded as such.

Deborah Segnan  
Notary Public

My Commission Expires:

DEBORAH SEGNAV  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES MAY 27 2011

ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF New Jersey : SS  
COUNTY OF Morristown :

On this \_\_\_ day of March, 2008, before me personally appeared Ronald J. Gabrey to me known and being duly sworn, deposes and says that he / she is the President of INITIA, INC., the corporation described in the foregoing Agreement; that he / she signed the Agreement as such officer pursuant to the authority vested in him / her by law; that the within Agreement is the voluntary act of such corporation; and he / she desires the same to be recorded as such.

Deborah Segnan  
Notary Public

My Commission Expires:

DEBORAH SEGNAV  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES MAY 27, 2011

ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
COMMONWEALTH OF PENNSYLVANIA : SS  
COUNTY OF Montgomery :

On this 18<sup>th</sup> day of March, 2008, before me personally appeared Andrew Panzo to me known and being duly sworn, deposes and says that he is the Vice President of NewSpring Mezzanine Partners, LLC, general partner of NewSpring Mezzanine Partners, L.P., general partner of **NEWSRING MEZZANINE CAPITAL, L.P.**, the Lender described in the foregoing Agreement; that he signed the Agreement as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such limited partnership; and he desires the same to be recorded as such.

GP

Mary G. Tluczek  
Notary Public

My Commission Expires:

\_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Mary G. Tluczek, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires July 1, 2009  
Member, Pennsylvania Association of Notaries

**SCHEDULE A**

<b>Trademark / Servicemark</b>	<b>Registration/ Application Number</b>	<b>Registration/ Application Date</b>	<b>Owner</b>
CALLVIEW	1704122	7/28/1992	Initia
INITIA	2660624	12/10/2002	Initia
INITIA with design	2780158	11/4/2003	Initia
VIDEOSWITCH	2191611	9/22/1998	Initia
ACCESSWARE	2196201	10/13/1998	Initia
M MADGE	2572858	5/28/2002	Initia
C-CURE WARE	2954570	5/24/2005	York
COLLABORATIVE OPERATING ROOM ENVIRONMENT (CORE)	77/215,769	6/26/2007	York
TOTAL MANAGED CONFERENCING SERVICES (TMCS)	77/215,698	6/26/2007	York
INTELLI-PRESENCE	77/276,126	9/11/2007	York

Unregistered Trademarks:

<b>Trademark / Servicemark</b>	<b>Owner</b>
Videobureau	York
Courtview	York
Videobureau Courtview	York
Videobureau Enterprise	York
VideoTone	York

TMVS	York
CourtConnect	York

Names and Trade Names:

York Telecom Corporation

York Consultants, Inc.

York Media Services

YorkForce

Initia, Inc.

CourtView

CourtConnect

C-Cureware

EXHIBIT 1

PATENTS, TRADEMARKS AND COPYRIGHTS ASSIGNMENT

WHEREAS, \_\_\_\_\_, a \_\_\_\_\_  
("Grantor"), is the registered owner of the assets listed on Schedule A attached hereto and made a  
part hereof ("Assets"), which are registered in the United States Patent and Trademark Office; and

WHEREAS, \_\_\_\_\_ ("Grantee"), having a place of business at  
\_\_\_\_\_, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby  
acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does  
hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to  
the terms of the Patents, Trademarks and Copyrights Security Agreement, dated as of March \_\_,  
2008, between Grantor and **NEWSRING MEZZANINE CAPITAL, LP**, all of its present and  
future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated  
therewith.

IN WITNESS WHEREOF, the undersigned has caused this Patents, Trademarks and  
Copyrights Assignment to be executed as of the \_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
By: \_\_\_\_\_  
Attorney-in-fact

Witness: \_\_\_\_\_

EXHIBIT 1

ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF : S.S.  
COUNTY OF :

On this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me, a Notary Public for the said County and State, personally appeared \_\_\_\_\_ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of \_\_\_\_\_, and s/he acknowledged to me that s/he executed the foregoing Patents, Trademarks and Copyrights Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

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

My Commission Expires:  
\_\_\_\_\_



POWER OF ATTORNEY

YORK TELECOM CORPORATION, a New Jersey corporation ("Grantor"), hereby authorizes NEWSRING MEZZANINE CAPITAL, LP, its successors and assigns, and any officer or agent thereof (collectively, the "Grantee") as Grantor's true and lawful attorney-in-fact, with the power to, upon the occurrence and during the continuance of an Event of Default (as defined in the Loan and Security Agreement (Tranche A) by and between the Grantor and the Grantee bearing event date herewith), endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Patents, Trademarks and Copyrights Security Agreement between Grantor and Grantee dated as of the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Agreement"), including, without limitation, the power to use the Assets, as defined in the Agreement and listed on Schedule A attached thereto and made a part hereof, to grant or issue any exclusive or nonexclusive license under the Assets to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Assets, in each case subject to the terms of the Agreement.

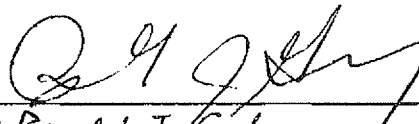
This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of those certain Loan and Security Agreements (as defined in the Agreement) bearing even date herewith among Grantee, as collateral agent, and the lenders under the Loan Agreement, and Grantor, as a borrower, as each document may be hereinafter supplemented, restated, superseded, amended or replaced.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of the Agreement.

This Power of Attorney is coupled with an interest and with full power of substitution and shall be irrevocable for the life of the Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, on this 20<sup>th</sup> day of March, 2008.

YORK TELECOM CORPORATION

By:   
Name: Ronald J. Gaboury  
Title: President

ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF New Jersey : SS  
COUNTY OF Morris :

On this 20<sup>th</sup> day of March, 2008, before me personally appeared Ronald T. Galang to me known and being duly sworn, deposes and says that he / she is President of YORK TELECOM CORPORATION, a New Jersey corporation, the Grantor described in the foregoing Power of Attorney; that he / she signed the Power of Attorney thereto as such officer pursuant to the authority vested in him / her by law; that the within Power of Attorney is the voluntary act of such corporation; and he / she desires the same to be recorded as such.

Deborah Segnan  
Notary Public

My Commission Expires:

DEBORAH SEGNAV  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES MAY 27, 2011

POWER OF ATTORNEY

INITIA, INC., a New Jersey corporation ("Grantor"), hereby authorizes NEWSRING MEZZANINE CAPITAL, LP, its successors and assigns, and any officer or agent thereof (collectively, the "Grantee") as Grantor's true and lawful attorney-in-fact, with the power to, upon the occurrence and during the continuance of an Event of Default (as defined in the Loan and Security Agreement (Tranche A) by and between the Grantor and the Grantee bearing event date herewith), endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Patents, Trademarks and Copyrights Security Agreement between Grantor and Grantee dated as of the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Agreement"), including, without limitation, the power to use the Assets, as defined in the Agreement and listed on Schedule A attached thereto and made a part hereof, to grant or issue any exclusive or nonexclusive license under the Assets to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Assets, in each case subject to the terms of the Agreement.

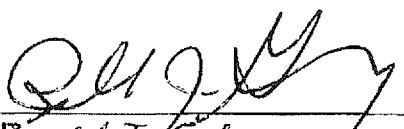
This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of those certain Loan and Security Agreements (as defined in the Agreement) bearing even date herewith among Grantee, as collateral agent, and the lenders under the Loan Agreement, and Grantor, as a borrower, as each document may be hereinafter supplemented, restated, superseded, amended or replaced.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of the Agreement.

This Power of Attorney is coupled with an interest and with full power of substitution and shall be irrevocable for the life of the Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, on this 20<sup>th</sup> day of March, 2008.

INITIA, INC.

By:   
Name: Ronald J. Gaboury  
Title: President

ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF New Jersey : SS  
COUNTY OF Morristown :

On this 20<sup>th</sup> day of March, 2008, before me personally appeared Ronald T. Galway to me known and being duly sworn, deposes and says that he / she is President of INITIA, INC., a New Jersey corporation, the Grantor described in the foregoing Power of Attorney; that he / she signed the Power of Attorney thereto as such officer pursuant to the authority vested in him / her by law; that the within Power of Attorney is the voluntary act of such corporation; and he / she desires the same to be recorded as such.

Deborah Segnan  
Notary Public

My Commission Expires:

DEBORAH SEGNAV  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES MAY 27, 2011