

**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>
The Frank Gates Service Company		08/18/2008	CORPORATION: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GE Business Financial Services Inc.		
<b>Street Address:</b>	500 W Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77390811	AVIZENT	
<b>Serial Number:</b>	77390403	AVIZENT	
<b>Serial Number:</b>	77382917	AVIZENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)577-4565		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-577-8265		
<b>Email:</b>	kristin.brozovic@kattenlaw.com		
<b>Correspondent Name:</b>	Kristin Brozovic c/o Katten Muchin		
<b>Address Line 1:</b>	525 W Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	332658-54		
<b>NAME OF SUBMITTER:</b>	Kristin Brozovic		
<b>Signature:</b>	/Kristin Brozovic/		

**CH \$90.00 77390811**

Date:

08/18/2008

**Total Attachments: 5**

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## FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "**Amendment**"), dated as of August 14, 2008, is by and between THE FRANK GATES SERVICE COMPANY, an Ohio corporation ("**Grantor**"), and GE BUSINESS FINANCIAL SERVICES INC., a Delaware corporation (formerly known as Merrill Lynch Business Financial Services Inc.), in its capacity as administrative agent for the Lenders party to the Credit Agreement described below (in such capacity, "**Administrative Agent**").

### RECITALS:

WHEREAS, Grantor and Administrative Agent are parties to that certain Trademark Security Agreement dated as of March 2, 2007 (as the same has been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "**Agreement**"), pursuant to which Grantor granted security interests in its Trademarks (as defined in the Security Agreement described in the Agreement), trademark licenses and all proceeds thereof to Administrative Agent in order to secure the Obligations (as defined in the Agreement);

WHEREAS, Grantor and Administrative Agent have agreed to amend, supplement and modify the Agreement in the manner set forth below.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are incorporated herein and are made a part hereof.

2. Definitions. All capitalized terms used herein but not elsewhere defined shall have the respective meanings ascribed to such terms in the Agreement.

3. Amendment to Agreement. Schedule 1 to the Agreement is hereby amended and supplemented by adding the information contained in **Addendum A** attached hereto to Schedule 1 of the Agreement.

4. Representations and Warranties. To induce Administrative Agent to enter into this Amendment, Grantor represents and warrants to Administrative Agent that:

4.1 the execution, delivery and performance of this Amendment has been duly authorized by all requisite organizational action on the part of Grantor and that this Amendment has been duly executed and delivered by Grantor; and

4.2 each of the representations and warranties set forth in the Agreement (other than those which, by their terms, specifically are made as of certain date prior to the date hereof, and other than the existence of a Default or an Event of Default (as applicable) under

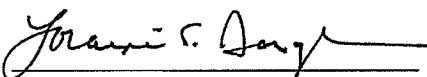
(i) Section 8.1(b) of the Credit Agreement due to Borrower's failure to deliver the items required to be delivered by the Borrower pursuant to Section 4.1(b) of the Credit Agreement within the time period set forth therein, (ii) Section 8.1(b) of the Credit Agreement due to Borrower's failure to deliver amendments to the Acquisition Documents to be delivered by the Borrower pursuant to Section 5.10 of the Credit Agreement reasonably in advance of the execution thereof and (iii) Section 8.1(c) of the Credit Agreement due to Borrower's failure to comply with the terms of Section 4.13(a) of the Security Agreement) are true and correct in all material respects as of the date hereof.

5. Counterparts. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Amendment by signing any such counterpart.

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[Signature Page Follows]*

IN WITNESS WHEREOF, Grantor and Administrative Agent have caused this Amendment to be duly executed and delivered in Chicago, Illinois as of the date first above written.

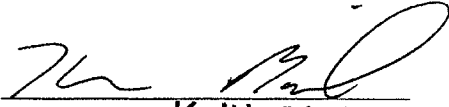
**THE FRANK GATES SERVICE  
COMPANY**, an Ohio corporation

By:   
Name: Loraine S. Daugherty  
Title: Chief Executive Officer

First Amendment to Trademark Security Agreement

**TRADEMARK  
REEL: 003837 FRAME: 0361**

**GE BUSINESS FINANCIAL SERVICES  
INC.**, a Delaware corporation (formerly  
known as Merrill Lynch Business Financial  
Services Inc.)

By:   
Name: Keith Bird  
Title: Duly Authorized Signatory

First Amendment to Trademark Security Agreement

**TRADEMARK  
REEL: 003837 FRAME: 0362**

ADDENDUM A  
TO  
FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

Trademark Applications of The Frank Gates Service Company

**2. TRADEMARK APPLICATIONS**

Country	Trademark	Status	Application No.
USA	AVIZENT, Color Triangles	Pending	77390811
USA	AVIZENT, B&W Triangles	Pending	77390403
USA	AVIZENT, Upper Case Block Letters	Pending	77382917

First Amendment to Trademark Security Agreement