

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
AllCapital (US), LLC		08/28/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Westpac Banking Corporation		
Street Address:	275 Kent Street		
Internal Address:	Level 3		
City:	Sydney		
State/Country:	AUSTRALIA		
Postal Code:	NSW 2000		
Entity Type:	Banking Corporation: AUSTRALIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78714864	ALLCAPITAL	
Serial Number:	78832696	ALLCAPITAL	
CORRESPONDENCE DATA			
Fax Number:	(312)993-9767		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-993-2647		
Email:	zeynep.gieseke@lw.com		
Correspondent Name:	Zeynep Gieseke		
Address Line 1:	233 South Wacker Drive, Suite 5800		
Address Line 2:	Latham & Watkins LLP		
Address Line 4:	Chicago, ILLINOIS 60606-6401		
ATTORNEY DOCKET NUMBER:	045404-0000		

OP \$65.00 78714864

DOMESTIC REPRESENTATIVE

900114979

**TRADEMARK
 REEL: 003845 FRAME: 0105**

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Zeynep Gieseke

Signature:

/zg/

Date:

09/02/2008

Total Attachments: 5

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Intellectual Property Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 28, 2008, is made by AllCapital (US), LLC (the "Grantor"), in favor of Westpac Banking Corporation ("WBC"), as Security Trustee (in such capacity, together with its successors and permitted assigns, the "Security Trustee") for the Secured Creditors (as defined in the Security Trust Deed referred to below).

WITNESSETH:

WHEREAS, pursuant to the Security Trust Deed (as defined in the Security Agreement referred to below), the Secured Creditors have severally agreed to make extensions of credit to the Obligors upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Security Agreement of even date herewith in favor of the Security Trustee (the "Security Agreement"), to guarantee the Secured Money; and

WHEREAS, the Grantor is party to the 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 Security Trustee and other Secured Creditors to continue to make their respective extensions of credit to the Obligors thereunder, the Grantor hereby agrees with the Security Trustee as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the 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 Security Trustee for the benefit of the Secured Creditors, and grants to the Security Trustee for the benefit of the Secured Creditors a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor, excluding any Excluded Property (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;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) 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.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Security Trustee pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Security Trustee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the 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 New York.

[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,

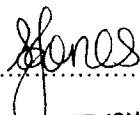
ALLCAPITAL (US), LLC
as Grantor


By: 
Name: **Stefan Wright**
Title: **Attorney-in-Fact**

[Signature page to the Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

Executed by Westpac Banking)
Corporation by the party's attorney)
pursuant to power of attorney)
dated 7/1/03.....who states that no)
notice of revocation of the power of)
attorney has been received in the)
presence of:)

.....
Witness 
STEPHANIE JONES
.....
Name of Witness (print)

 TIER THREE ATTORNEY
.....
Attorney
JOHN KENNY
.....
Name of Attorney (print)

[Signature page to the Trademark Security Agreement]

**Schedule I
to
Trademark Security Agreement**

A. REGISTERED TRADEMARKS

None

B. TRADEMARK APPLICATIONS

Mark	Country	Number/Classes
ALLCAPITAL (word mark)	United States	Serial Number: 78-714, 864 Class 36
ALLCAPITAL (word mark)	United States	Serial Number: 78-832,696 Class 40

C. IP LICENSES

None