

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
Web Service Company, LLC		08/29/2008	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	3255809	A NEW SPIN ON CHOICE
Registration Number:	2725737	
Registration Number:	2605945	
Registration Number:	2085029	IMAGINE LIFE WITHOUT CHANGE
Registration Number:	2652894	INNOVATIVE LAUNDRY SYSTEMS
Registration Number:	2748870	PARTNERS OF DISTINCTION
Registration Number:	3242145	VANTAGE PLUS
Registration Number:	3242144	VANTAGE PREMIER
Registration Number:	1645075	WEB
Registration Number:	2605944	WEB
Registration Number:	1645076	WEB
Registration Number:	2118400	WEB ACCESSCARD
Registration Number:	2800675	WEB SERVICE COMPANY, INC.
Registration Number:	2332174	WEBRENTS

CH \$415.00 3255809

Registration Number:	3242140	WEBVANTAGE
Registration Number:	3242141	WEBVANTAGE

CORRESPONDENCE DATA

Fax Number: (312)577-4688
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (312)577-8416
Email: carole.dobbins@kattenlaw.com
Correspondent Name: Carole Dobbins c/o Katten Muchin
Address Line 1: 525 W. Monroe St.
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-00317
NAME OF SUBMITTER:	Carole Dobbins
Signature:	/Carole Dobbins/
Date:	09/02/2008

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 29, 2008 (this "Agreement"), is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), 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 August 29, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Web Service Company, LLC, a California limited liability company (the "Borrower"), Web Service Holdings, Inc., a Delaware corporation, 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, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith 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, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this 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, each 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. Each 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 such 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 such Grantor (other than any Excluded Property, but only during such time that such Collateral actually constitutes Excluded Property) (the "Trademark Collateral"):

(a) all of its U.S. registered Trademarks, including, without limitation, those referred to on Schedule I 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. Guaranty and Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each 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. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This 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. Delivery of an executed signature page of this Agreement by facsimile transmission or Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Termination. This Agreement shall terminate concurrently with the termination of the Guaranty and Security Agreement.

Section 7. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement.

Section 8. Conflict with Other Agreements. In the event of any conflict between this Agreement (or any portion thereof) and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall prevail.

*[Remainder of page intentionally left blank;
signature pages follow]*

IN WITNESS WHEREOF, each 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.

WEB SERVICE COMPANY, LLC, a California limited liability company, as Grantor

By: *T. B. Chisum*
Name: Timothy B. Chisum
Title: CEO and Secretary

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each 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.

WEB SERVICE COMPANY, LLC, a California
limited liability company, as Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: *Ankur Gupta*
Name: *Ankur Gupta*
Title: *Duly Authorized Signatory*

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS:

<u>Mark</u>	<u>Reg. #</u>	<u>Reg. Date</u>
A NEW SPIN ON CHOICE	3,255,809	6/26/2007
DESIGN	2,725,737	6/10/2003
design	2,605,945	8/6/2002
IMAGINE LIFE WITHOUT CHANGE	2,085,029	7/29/1997
INNOVATIVE LAUNDRY SYSTEMS	2,652,894	11/19/2002
PARTNERS OF DISTINCTION	2,748,870	8/5/2003
VANTAGE PLUS & DESIGN	3,242,145	5/15/2007
VANTAGE PREMIER & DESIGN	3,242,144	5/15/2007
WEB	1,645,075	5/21/1991
WEB (STYLIZED)	2,605,944	8/6/2002
WEB (STYLIZED)	1,645,076	5/21/1991
WEB ACCESSCARD	2,118,400	12/2/1997
WEB SERVICE COMPANY, INC.	2,800,675	12/30/2003

<u>Mark</u>	<u>Reg. #</u>	<u>Reg. Date</u>
WEBRENTS	2,332,174	3/21/2000
WEBVANTAGE	3,242,140	5/15/2007
WEBVANTAGE & DESIGN	3,242,141	5/15/2007

2. TRADEMARK APPLICATIONS: N/A