

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
Cone Drive Operations Inc.		11/12/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of Scotland plc
Street Address:	110 St. Vincent Street
Internal Address:	Commercial Banking Level 6
City:	Glasgow
State/Country:	UNITED KINGDOM
Postal Code:	G25ER
Entity Type:	Public limited company:

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1968752	ACCUDRIVE
Registration Number:	3192467	CONE DRIVE
Registration Number:	0642562	CONE-DRIVE
Registration Number:	2901911	CONEX
Registration Number:	2076336	WHISPERDRIVE

CORRESPONDENCE DATA

Fax Number: (212)728-8111
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-728-8000
 Email: ipdept@willkie.com
 Correspondent Name: Kim A. Walker
 Address Line 1: 787 Seventh Avenue
 Address Line 2: Willkie Farr & Gallagher LLP
 Address Line 4: New York, NEW YORK 10019

CH \$140.00 1968752

ATTORNEY DOCKET NUMBER:

117525.00002

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Kim A. Walker

Signature:

/kaw-907/

Date:

12/12/2008

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 12, 2008, by Cone Drive Operations Inc. (the "**Pledgor**"), in favor of Bank of Scotland plc, in its capacity as agent and security trustee for itself and for each of the other Secured Parties on the terms and conditions set out in the Intercreditor Deed (in such capacity as agent and trustee, the "**Security Trustee**" (which expression shall include each person appointed as the Security Trustee at the date of this Trademark Security Agreement or any additional security trustee appointed for the purposes of, and in accordance with, the Intercreditor Deed)).

WITNESSETH:

WHEREAS, the Pledgor is party to a Guaranty and Collateral Agreement of even date herewith (the "**Guaranty and Collateral Agreement**") in favor of the Security Trustee pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders (hereinafter defined) to continue to extend credit to the Borrowers pursuant to the (i) Senior Facilities Agreement dated September 10, 2008 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "**Senior Credit Agreement**"), among Bond Subco III Sarl, a company incorporated in Luxembourg (the "**Company**"), Bidco and certain other Subsidiaries of the Company listed therein (each a "**Borrower**" and collectively, the "**Borrowers**"), the Senior Lenders party thereto from time to time and Bank of Scotland plc, as Agent, Senior Lender and Security Trustee, and (ii) Mezzanine Facilities Agreement dated September 10, 2008 (as amended, restated, supplemented, waived or otherwise modified from time to time, together with the Senior Credit Agreement the "**Credit Agreement**"), among the Borrowers, the Mezzanine Lenders party thereto from time to time (together with the Senior Lenders the "**Lenders**") and Bank of Scotland plc, as Agent, Mezzanine Lender and Security Trustee, the Pledgor hereby agrees with the Security Trustee as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guaranty and Collateral Agreement and used herein have the meaning given to them in the Guaranty and Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Security Trustee for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Security Collateral of such Pledgor:

Trademarks of such Pledgor listed on Schedule I attached hereto;
all goodwill associated with such Trademarks; and
all proceeds of any and all of the foregoing.

SECTION 3. Guaranty and Collateral 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 Guaranty and Collateral Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Security Trustee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event

that any provision of this Trademark Security Agreement is deemed to conflict with the Guaranty and Collateral Agreement, the provisions of the Guaranty and Collateral Agreement shall control unless the Security Trustee shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Guaranty and Collateral Agreement, the Security Trustee shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]


IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CONE DRIVE OPERATIONS INC.

By: Kurt Gamelin KG
Name: KURT GAMELIN
Title: VICE PRESIDENT

Accepted and Agreed:

BANK OF SCOTLAND PLC,
as Security Trustee

By: 
Name: SIMON SWEENEY
Title: DIRECTOR, COMMERCIAL

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

United States Trademark Registrations and Trademark Applications:

OWNER	MARK	SEARCH NUMBER	DATE	REGISTRATION NUMBER	REGISTRATION DATE	CLASSIFICATION
Cone Drive Operations Inc.	AccuDrive			1,968,752	4/16/96	USA
Cone Drive Operations Inc.	Cone Drive			3,192,467	1/2/07	USA
Cone Drive Operations Inc.	Cone Drive			0,642,562	3/12/57	USA
Cone Drive Operations Inc.	CONEX			2,901,911	11/9/04	USA
Cone Drive Operations Inc.	Whisper Drive			2,076,336	7/1/97	USA