

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Genserve Inc		01/14/2009	Bank:
RECEIVING PARTY DATA			
Name:	Webster Bank, National Association		
Street Address:	Two Stamford Plaza		
Internal Address:	181 Tresser Boulevard		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	National Association:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1743560	GENSERVE	
CORRESPONDENCE DATA			
Fax Number:	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	800-927-9801 x2348		
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:	869345		
NAME OF SUBMITTER:	Jean Paterson		
Signature:	/Jean Paterson/		

CH \$40.00 1743560

Date:

01/23/2009

Total Attachments: 4

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GRANT OF SECURITY INTEREST (SERVICEMARK)

The undersigned, **GENSERVE INC.**, a New York corporation (the "**Grantor**"), and WEBSTER BANK, NATIONAL ASSOCIATION (the "**Lender**"), are parties to a Security Agreement, dated as of January 14, 2009 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**").

Pursuant to the Security Agreement, the Grantor granted to the Lender a security interest in and to all of the right, title and interest of the Grantor in and to the servicemark listed on Schedule 1, which servicemark is registered in the United States Patent and Trademark Office (the "**Servicemark**"), together with the goodwill of the business symbolized by the Servicemark, and all proceeds thereof, including, without limitation, from any and all causes of action which may exist by reason of infringement thereof (the "**Collateral**"), to secure the prompt payment, performance and observance of its Obligations (as defined in the Security Agreement).

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor hereby grants to the Lender a security interest in the Collateral to secure the prompt payment, performance and observance of its Obligations (as defined in the Security Agreement).

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. To the extent any provision of this Grant of Security Interest conflicts with any provision of the Security Agreement, the Security Agreement shall govern.

Upon the Grantor's satisfaction of its Obligations, the Lender shall, at the Grantor's sole cost and expense, promptly execute, deliver and/or file any and all releases reasonably requested by the Grantor as may be necessary to release the security interests created by the Security Agreement.

The Lender's address is: Two Stamford Plaza, 281 Tresser Boulevard – 4th Floor, Stamford, Connecticut 06901.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be duly executed by its duly authorized officer as of the date first above written.

GENSERVE INC.

By: 

Name: Robert A. Fortunato

Title: Chairman

**Schedule 1
to
Grant of Security Interest (Servicemark)
Dated as of January 14, 2009**

Servicemark Registration

Servicemark	Registration No/Serial No.	Registration Date/Filed Date
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GENSERVE

1,743,560

12/29/1992