

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Brite-Line Technologies, LLC		03/04/2009	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	Dash II PRC, LLC
Street Address:	c/o Versa Capital Partners, 2929 Arch Street
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19104-2860
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	Dash III PRC, LLC
Street Address:	c/o Versa Capital Partners, 2929 Arch Street
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19104-2860
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Serial Number:	77313050	DELTALINE
Serial Number:	77683326	BRITE-LINE
Registration Number:	1377747	BRITE-LINE

**CORRESPONDENCE DATA**

Fax Number: (215)979-1020  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 215-979-1191  
 Email: eorleman@duanemorris.com

CH \$90.00 77313050

Correspondent Name: Nicole K. McLaughlin, Duane Morris LLP  
Address Line 1: 30 South 17th Street  
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:

U1729-2

NAME OF SUBMITTER:

Nicole K. McLaughlin

Signature:

/nicole k. mclaughlin/

Date:

03/23/2009

Total Attachments: 2

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Agreement") is made and entered into as of the 4<sup>TH</sup> day of March, 2009 between Brite-Line Technologies, LLC, a limited liability company organized under the laws of the State of Delaware, and having a business address of 10660 East 51<sup>st</sup> Street, Denver, Colorado 80239 (hereinafter referred to as "Trademark Owner") and Dash II PRC, LLC and Dash III PRC, LLC, jointly and severally, which are limited liability companies organized under the laws of the State of Delaware, and having a business address c/o Versa Capital Partners, 2929 Arch Street, Philadelphia, PA 19104-2860 (hereinafter referred to as "Lender").

Whereas Trademark Owner and the Lender having entered into a Security Agreement of even date, which relates to, at least in part, the Intellectual Property of Trademark Owner, and wherein all of the terms and conditions of the aforesaid Security Agreement are hereby incorporated herein by reference and all capitalized terms not otherwise defined herein shall have the same meaning ascribed to them in the Security Agreement; and

Whereas Lender require a separate recordable document memorializing their respective Security Interests in and to all of the marks, registrations and applications listed in Schedule A hereto;


NOW THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, and intending to be legally bound hereby, it is hereby agreed as follows:

1. Assignment of Security Interest in Marks. To secure the complete and timely payment and satisfaction of all of its Obligations to the Lender, the Trademark Owner hereby grants, assigns and conveys to the Lender a security interest in and to all of Trademark Owner's trademarks (whether registered, unregistered or for which any actual use-based application to register has been filed), trademark applications, service mark applications, service marks (whether registered, unregistered or for which any actual use-based application to register has been filed) and tradenames, all of which are listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), including, without limitation, all renewals thereof and all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights owned by Trademark Owner corresponding thereto throughout the world (all of the foregoing are collectively called the "Marks"), together with the goodwill of the business symbolized by each of the Marks and the registrations (if any) thereof.

2. Future Marks. The Trademark Owner authorizes the Lender to modify this Agreement by amending Schedule A to include any future trademarks, service marks or tradenames which are Marks under paragraph 1 hereof.

Brite-Line Technologies, LLC,  
as Trademark Owner

Dated: March 4, 2009

By:   
Name: Kevin White  
Title: Manager

2-11-08

**SCHEDULE A**

**U.S. TRADEMARKS**

<b>Application/ Registration No.</b>	<b>Mark</b>	<b>Filing/Registration Date</b>
77/313050	DELTALINE	10/25/2007
1377747	BRITE-LINE	01/07/1986
77/683326	BRITE-LINE	03/04/2009

**EUROPEAN COMMUNITY TRADEMARKS**

<b>Registration No.</b>	<b>Mark</b>	<b>Registration/Filing Date</b>
5620489	BRITE-LINE	04/24/2008
5620471	DELTALINE	01/17/2007