

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
CAMP Systems International Inc.		03/31/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	American Capital Financial Services, Inc.		
Street Address:	2 Bethesda Metro Center		
Internal Address:	Attn: Brett Hyman		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1908820	CESCOM	
CORRESPONDENCE DATA			
Fax Number:	(301)654-6714		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3018411359		
Email:	brett.hyman@americancapital.com		
Correspondent Name:	American Capital, Ltd.		
Address Line 1:	2 Bethesda Metro Center		
Address Line 2:	Attn: Brett Hyman		
Address Line 4:	Bethesda, MARYLAND 20814		
NAME OF SUBMITTER:	Brett Hyman		
Signature:	/Brett Hyman/		
Date:	04/17/2009		

OP \$40.00 1908820

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 31 day of March, 2009 by CAMP Systems International Inc., a Delaware corporation as grantor ("Grantor") in favor of American Capital Financial Services, Inc., in its capacity as Collateral Agent for the Lenders party to the Second Lien Credit Agreement (defined below) ("Grantee"):

W I T N E S S E T H

WHEREAS, Grantor, Grantee and the Lenders are parties to a certain Second Lien Credit Agreement, dated as of March 30, 2007 (as the same may be amended or otherwise modified from time to time, the "Second Lien Credit Agreement"), providing for extensions of credit to be made to Borrower by Lenders;

WHEREAS, pursuant to the terms of a certain Second Lien Security Agreement, dated as of March 30, 2007 (as the same may be amended or otherwise modified from time to time, the "Second Lien Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders and Agents, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, Domain Names and Software (each as defined in the Second Lien Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrower under the Second Lien Credit Agreement; and

WHEREAS, pursuant to the terms of a certain Service Mark Assignment, dated as of March 31, 2009, Grantor has acquired the trademark set forth on Schedule A annexed hereto (the "Additional Trademark").

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Second Lien Credit Agreement and Second Lien Security Agreement. The Second Lien Credit Agreement and Second Lien Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Second Lien Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Lenders and Agents, and hereby reaffirms its prior grant pursuant to the Second Lien Security Agreement of, a continuing security interest in the Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) the Additional Trademark, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, it; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of the Additional Trademark or (b) injury to the goodwill associated with the Additional Trademark.

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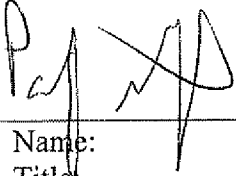
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

CAMP SYSTEMS INTERNATIONAL INC.

By: Ken Gray CEO
Name: Kenneth Gray
Title: Chief Executive Officer

Agreed and Accepted
As of the Date First Written Above

AMERICAN CAPITAL FINANCIAL SERVICES, INC.,
as Collateral Agent

By: 

Name:
Title:

SCHEDULE A

MARK	REG. NO.	STATUS
CESCOM	1,908,820	Registered August 1, 1995