

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the address of the Assignee previously recorded on Reel 003825 Frame 0697. Assignor(s) hereby confirms the address for Barclays Bank PLC is 745 Seventh Avenue, New York, NY 10019.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Contec, LLC		07/28/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Barclays Bank PLC
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	public limited liability company: UNITED KINGDOM

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2536676	CHECKMATE
Registration Number:	2720539	CONTEC
Registration Number:	2720538	CONTEC
Registration Number:	2751874	MEMORY GUARD
Registration Number:	2662271	POINT AND PRESS
Registration Number:	2718573	SHOP FLOOR NETWORK
Registration Number:	2602798	SIMPLICITY
Registration Number:	2789936	SMARTKEYS
Registration Number:	2838966	SYNERGY

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900132293

**TRADEMARK
 REEL: 003974 FRAME: 0062**

OP \$240.00 2536676

Phone: 714-540-1235
Email: ipdocket@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive, Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	039269-0063
NAME OF SUBMITTER:	Anna T Kwan
Signature:	/Anna T Kwan/
Date:	04/21/2009

Total Attachments: 7
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07/30/2008
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CONTEC, LLC		07/28/2008	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	BARCLAYS BANK, PLC
Street Address:	One Churchill Place
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	E14 5HP
Entity Type:	Public Limited Liability Company:

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2536676	CHECKMATE
Registration Number:	2720539	CONTEC
Registration Number:	2720538	CONTEC
Registration Number:	2751874	MEMORY GUARD
Registration Number:	2662271	POINT AND PRESS
Registration Number:	2718573	SHOP FLOOR NETWORK
Registration Number:	2602798	SIMPLICITY
Registration Number:	2789936	SMARTKEYS
Registration Number:	2838966	SYNERGY

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 714-540-1235
 Email: ipdocket@lw.com, kristin.azcona@lw.com

OP \$240.00 2536676

Correspondent Name: LATHAM & WATKINS LLP	
Address Line 1: 650 Town Center Drive, 20th Floor	
Address Line 4: Costa Mesa, CALIFORNIA 92626	
ATTORNEY DOCKET NUMBER:	039269-0063
DOMESTIC REPRESENTATIVE	
Name: Perry J. Viscounty	
Address Line 1: Latham & Watkins LLP	
Address Line 2: 650 Town Center Drive, 20th Floor	
Address Line 4: Costa Mesa, CALIFORNIA 92626	
NAME OF SUBMITTER:	Kristin J. Azcona
Signature:	/kja/
Date:	07/30/2008
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), dated as of July 28, 2008, is entered into by Contec, LLC, a Delaware limited liability company ("Grantor") in favor of Barclays Bank PLC as collateral agent for the Secured Parties (in such capacity as collateral agent, together with its successors and permitted assigns, the "Collateral Agent").

WHEREAS, Grantor, the lenders or other financial institutions or entities party thereto from time to time, Collateral Agent, and certain other parties as named therein have entered into that certain Credit and Guaranty Agreement, dated as of July 28, 2008 (as the same may be amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the "Credit Agreement");

WHEREAS, it is a condition under the Credit Agreement that Grantor shall have executed and delivered that certain Pledge and Security Agreement, dated as of July 28, 2008 (as the same may be amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the "Security Agreement") among Grantor, Collateral Agent and certain other entities from time to time party thereto;

WHEREAS, under the terms of the Security Agreement, Grantor has granted a security interest in certain property, including, without limitation, certain Intellectual Property of Grantor to the Collateral Agent for the ratable benefit of the Secured Parties and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and other applicable governmental authorities.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby agrees with the Collateral Agent, for the ratable benefit of the Secured Parties, as follows:

SECTION 1. DEFINED TERMS. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARKS. Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under all personal property of Grantor including, but not limited to the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located:

(a) (i) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, trade dress, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to: (ii) the registrations and applications referred to in Schedule I hereto (as such schedule may be amended or supplemented from time to time), (iii) all extensions or renewals of any of the foregoing, (iv) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (v) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to goodwill and (vi) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit, provided, however, that the foregoing shall not include any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity

or enforceability of such intent-to-use trademark application under applicable federal law or any other trademark interest that is damaged, harmed or restricted by the granting of a security interest; and

(b) any and all agreements and licenses providing for the granting of any exclusive right in or to any Trademark registered in the United States Patent & Trademark Office, including each agreement referred to in Schedule II hereto (as such schedule may be amended or supplemented from time to time).

SECTION 3. PRECEDENCE. The security interest granted hereby is granted in conjunction with the security interest granted to the Collateral Agent for the ratable benefit of the Secured Parties under the Security Agreement. The rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

SECTION 4. RECORDATION. This Trademark Security Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

SECTION 5. AMENDMENTS IN WRITING. None of the terms or provisions of this Trademark Security Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by Grantor and the Collateral Agent in accordance with Section 10.5 of the Credit Agreement.

SECTION 6. GENERAL.

(a) Governing Law. **THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY LAW, RULE, PROVISION OR PRINCIPLE OF CONFLICTS OF LAWS THAT WOULD CAUSE THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK TO BE APPLIED (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).**

(b) Counterparts. This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Trademark Security Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

CONTEC, LLC,
as Grantor

By: Paul M
Name: PAUL PASHTENKO
Title: CFO

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York)
) ss.
COUNTY OF Schenectady)

On this 24 day of July, 2008 before me personally appeared Paul Pashtenko, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of the Grantor, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Sole Member and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Denise M. Wright-Madigan
Notary Public

{seal}

DENISE M. WRIGHT-MADIGAN
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01WR5089205
CERTIFICATE FILED IN SARATOGA COUNTY
COMMISSION EXPIRES 12-8-09

Accepted and agreed:

BARCLAYS BANK PLC,
as Collateral Agent

By: *David Barton*

Name: David Barton

Title: Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	App. No. App. Date	Reg. No. Reg. Date	Status
CHECKMATE	76293579 01-AUG-2001	2536676 05-FEB-2002	Registered
CONTEC	76262823 25-MAY-2001	2720539 03-JUN-2003	Registered
CONTEC CONTEC	76262822 25-MAY-2001	2720538 03-JUN-2003	Registered
MEMORY GUARD	76294532 02-AUG-2001	2751874 19-AUG-2003	Registered
POINT AND PRESS	76294534 02-AUG-2001	2662271 17-DEC-2002	Registered
SHOP FLOOR NETWORK	76262821 25-MAY-2001	2718573 27-MAY-2003	Registered
SIMPLICITY	76293578 01-AUG-2001	2602798 30-JUL-2002	Registered
SMARTKEYS	76294031 02-AUG-2001	2789936 02-DEC-2003	Registered Supplemental Register
SYNERGY	76263890 29-MAY-2001	2838966 04-MAY-2004	Registered
QT2 QT ²	77389085 05-Feb-2008		Pending
QUICKTESTTECH <small>QuickTestTech</small>	77382195 28-JAN-2008		Pending
QUICKTEST <small>QuickTest</small>	77373040 16-JAN-2008		Pending