

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
Waypoint Global II, LLC		04/01/2009	LIMITED LIABILITY COMPANY: INDIANA
RECEIVING PARTY DATA			
Name:	DAI.NET GmbH		
Street Address:	HPC 1112		
City:	Stuttgart		
State/Country:	GERMANY		
Postal Code:	70564		
Entity Type:	COMPANY: GERMANY		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2653501	POWERWAY	
Registration Number:	2623742	POWERWAY	
Registration Number:	2627574	POWERWAY.COM	
Registration Number:	2869967	POWERWAY	
Registration Number:	2767390	POWERWAY	
Registration Number:	2625715	INTELLIDOC	
Registration Number:	1769894	POWERWAY	
CORRESPONDENCE DATA			
Fax Number:	(317)713-3699		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	317-713-3500		
Email:	kswedo@taftlaw.com		
Correspondent Name:	Keith J. Swedo		
Address Line 1:	One Indiana Square		

CH \$190.00 2653501

900134445

**TRADEMARK
 REEL: 003990 FRAME: 0314**

Address Line 2: Suite 3500
Address Line 4: Indianapolis, INDIANA 46204-4609

ATTORNEY DOCKET NUMBER: 11538-09624

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Keith J. Swedo

Signature: /Keith J. Swedo/

Date: 05/19/2009

Total Attachments: 9
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**AMENDED AND RESTATED
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

THIS AMENDED AND RESTATED TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Agreement") is made on the 1st day of April, 2009 between **Waypoint Global II, LLC**, an Indiana limited liability company having a mailing address at 6910 N. Shadeland Avenue, Suite 200, Indianapolis, Indiana 46220 ("Assignor"), and **DAI.NET GmbH** (formerly known as DCX.NET Holding GmbH), a company organized under the laws of Germany ("DCX") having a mailing address at HPC 1112, 70564 Stuttgart, Germany (HCIC and DCX, together with their successors and assigns, "Secured Party").

Recitals

A. On December 6, 2002, DAI, The Huntington Capital Investment Company ("HCIC") and Powerway, Inc ("Powerway") entered into a certain Trademark Collateral Assignment and Security Agreement (as amended, the "Original Agreement") to secure \$3,500,000 in senior subordinated term notes issued by Powerway to DAI and HCIC (the "Powerway Notes").

B. On September 10, 2008, Donald J. Tharp ("Tharp") purchased the Powerway Note standing in the name of HCIC from HCIC.

C. On March 1, 2009, Tharp declared his Powerway Note to be in default, accelerated the maturity of his Powerway Note and commenced the exercise of remedies under the Original Agreement culminating in a secured party sale of even date herewith.

D. On March 30, 2009, Tharp contributed his Powerway Note to the capital of the Debtor, and, contemporaneously herewith, the Debtor has bid the indebtedness represented by the Powerway Note and thus completed the acquisition of certain assets of Powerway (the "Powerway Assets") at such secured party sale with a view to carry forward the business of Powerway.

E. The Powerway Assets remain subject to the liens securing the Powerway Note which continues to stand in the name of DAI (the "DAI Note"), and prior to the assumption of the DAI Note by the Assignor, DAI agreed with Powerway to reduce the principal amount of the DAI Note from \$1,283,197.40 to \$898,000 and to cancel the accrued and unpaid interest evidenced thereby in the amount of \$55,757.58 through and including the date hereof.

F. Debtor has assumed the indebtedness evidenced by the DAI Note, and, concurrently herewith, DAI and Debtor have entered into a certain Amended and Restated Senior Subordinated Note Purchase Agreement (the "Note Purchase Agreement") to govern the indebtedness evidenced by the DAI Note.

G. The parties mutually desire to amend and restate the Original Agreement in the manner provided herein.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein contained, the parties agree that the Original Agreement shall be, and it hereby is, completely amended and restated as follows:

1. To secure the complete and timely satisfaction of all obligations of Assignor under the Note Purchase Agreement and the Notes (the "Secured Obligations"), Assignor hereby grants, assigns and conveys as collateral, and subject to the terms and conditions hereof, to Secured Party the entire right, title and interest in and to the trademark applications and trademarks listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), including without limitation all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world (collectively referred to herein as the "Trademarks"), and the goodwill of the business to which each of the Trademarks relates.

2. Assignor represents and warrants that, except as set forth on Schedule 2:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;

(b) To the best of Assignor's knowledge, each of the Trademarks is valid and enforceable;

(c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any third person;

(d) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, other than Permitted Liens (as defined in the Note Purchase Agreement), including without limitation pledges, assignments, licenses, registered user agreements and covenants by Assignor not to sue third persons;

(e) Assignor has the unqualified right to enter into this Agreement and perform its obligations hereunder;

(f) Assignor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks; and

(g) Assignor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Trademarks.

3. Assignor hereby grants to Secured Party and its employees and agents the right to visit Assignor's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours. Assignor shall do any and all acts required by Secured Party to ensure Assignor's compliance with Section 2(g).

4. Assignor agrees that, until all of the Secured Obligations shall have been satisfied in full, it will not enter into any agreement which is inconsistent with Assignor's obligations under this Agreement, without Secured Party's prior written consent.

5. If, before the Secured Obligations shall have been satisfied in full, Assignor shall obtain rights to any new trademarks, the provisions of Section 1 shall automatically apply thereto and Assignor shall give Secured Party prompt written notice thereof.

6. Assignor authorizes Secured Party to modify this Agreement by amending Schedule A to include any future trademarks and trademark applications covered by Sections 1 and 5 hereof.

7. Unless and until there shall have occurred an Event of Default (as defined in the Note Purchase Agreement), Secured Party hereby grants to Assignor the exclusive, nontransferable right and license to use the Trademarks on and in connection with products sold by Assignor, for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this Section 7, without the prior written consent of Secured Party.

8. If any Event of Default shall have occurred, Assignor's license under the Trademarks, as set forth in Section 7, shall terminate forthwith, and Secured Party shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located and, without limiting the generality of the foregoing, Secured Party may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in Indianapolis, Indiana, or elsewhere, all or from time to time any of the Trademarks, or any interest which Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward payment of the Secured Obligations. Any remainder of the proceeds after payment in full of the Secured Obligations shall be paid over to Assignor. Notice of any sale or other disposition of the Trademarks shall be given to Assignor at least ten (10) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of any Notes (as defined in the Note Purchase Agreement) or Secured Party may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

9. At such time as Assignor shall completely satisfy all of the Secured Obligations, this Agreement shall terminate and Secured Party shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Trademarks, subject to any disposition thereof which may have been made by Secured Party pursuant hereto.

10. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorney's fees and legal expenses incurred by Secured Party in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by Assignor on demand by Secured Party and until so paid shall be added to the principal amount of the Secured Obligations and shall bear interest at the highest rate prescribed in the Note Purchase Agreement.

11. Assignor shall have the duty, through counsel acceptable to Secured Party, to prosecute diligently any trademark applications of the Trademarks pending as of the date of this Agreement or thereafter until the Secured Obligations shall have been paid in full, to make federal application on registrable but unregistered Trademarks, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are necessary or desirable to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with the Trademarks shall be borne by Assignor. Assignor shall not abandon any Trademark without the consent of Secured Party, which consent shall not be unreasonably withheld.

12. Assignor shall have the right, with the prior written consent of Secured Party, which will not be unreasonably withheld, to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Trademarks, in which event Secured Party may, if necessary, be joined as a nominal party to such suit if Secured Party shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Assignor shall promptly, upon demand, reimburse and indemnify Secured Party for all damages, costs and expenses, including attorney's fees, incurred by Secured Party in the fulfillment of the provisions of this Section 12.

13. In the event of the occurrence of an Event of Default under the Note Purchase Agreement, Assignor hereby authorizes and empowers Secured Party to make, constitute and appoint any officer or agent of Secured Party as Secured Party may select, in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Secured Party to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or necessary for Secured Party to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

14. If Assignor fails to comply with any of its obligations hereunder, Secured Party may do so in Assignor's name or in Secured Party's name, but at Assignor's expense, and Assignor hereby agrees to reimburse Secured Party in full for all expenses, including reasonable attorney's fees, incurred by Secured Party in protecting, defending and maintaining the Trademarks.

15. No course of dealing between Assignor and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder or under the Note Purchase Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of Secured Party's rights and remedies with respect to the Trademarks, whether established hereby or by the Note Purchase Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

18. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 6.

19. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

20. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the United States and the State of Indiana.

19. This Agreement completely amends, restates and supersedes the Original Agreement, which Original Agreement shall be of no further force or effect except to evidence the obligations of the parties thereto prior to the date hereof. This Agreement shall not affect the priority of any security interest granted in connection with the Original Agreement.

[Signatures Follow]

[Signature Page to Amended and Restated
Trademark Collateral Assignment
and Security Agreement

The parties hereby execute this Amended and Restated Trademark Collateral Assignment
and Security Agreement as of the date first set forth above.

"ASSIGNOR"

WAYPOINT GLOBAL II, LLC

By: _____

Donald J. Tharp, Manager

"SECURED PARTY"

DALNET GMBH

By: _____

Title: _____

[Signature Page to Amended and Restated
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and Security Agreement

The parties hereby execute this Amended and Restated Trademark Collateral Assignment
and Security Agreement as of the date first set forth above.

"ASSIGNOR"

WAYPOINT GLOBAL II, LLC

By: _____
Donald J. Tharp, Manager

"SECURED PARTY"

DAI.NET GMBH

By: _____
Title: *Managing Director*

SCHEDULE A

TRADEMARKS

Serial Number	Reg. Number	Word Mark	Owner
76203803	2653501	POWERWAY	Powerway, Inc.
76204105	2623742	POWERWAY	Powerway, Inc.
76203967	2627574	POWERWAY.COM	Powerway, Inc.
76204108	2869967	POWERWAY	Powerway, Inc.
76204107	2767390	POWERWAY	Powerway, Inc.
75867934	2625715	INTELLIDOC	POWERWAY-COHESIA, INC.
74314074	1769894	POWERWAY	Powerway, Inc.

SCHEDULE 2

EXCEPTIONS TO REPRESENTATIONS AND WARRANTIES

None.

Schedule 2

1004995.3

RECORDED: 05/20/2009

**TRADEMARK
REEL: 003990 FRAME: 0324**