

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Vectrix Corporation		09/24/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	New Vectrix LLC, as Lender
Street Address:	Attn: GH Venture Partners LLC
Internal Address:	1045 First Ave., Suite 120
City:	King of Prussia
State/Country:	PENNSYLVANIA
Postal Code:	19406
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	77148688	V
Serial Number:	78622740	V
Serial Number:	75395702	VECTRIX
Serial Number:	78572585	VECTRIX
Serial Number:	78572594	VECTRIX
Serial Number:	76584443	VECTRIX

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: ipdocket@lw.com
 Correspondent Name: Latham & Watkins LLP
 Address Line 1: 650 Town Center Drive
 Address Line 2: Suite 2000
 Address Line 4: Costa Mesa, CALIFORNIA 92626

OP \$165.00 77148688

ATTORNEY DOCKET NUMBER:	040127-0002
NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	09/30/2009
Total Attachments: 13 source=Vectrix - Executed Trademark Security Agreement (2)#page1.tif source=Vectrix - Executed Trademark Security Agreement (2)#page2.tif source=Vectrix - Executed Trademark Security Agreement (2)#page3.tif source=Vectrix - Executed Trademark Security Agreement (2)#page4.tif source=Vectrix - Executed Trademark Security Agreement (2)#page5.tif source=Vectrix - Executed Trademark Security Agreement (2)#page6.tif source=Vectrix - Executed Trademark Security Agreement (2)#page7.tif source=Vectrix - Executed Trademark Security Agreement (2)#page8.tif source=Vectrix - Executed Trademark Security Agreement (2)#page9.tif source=Vectrix - Executed Trademark Security Agreement (2)#page10.tif source=Vectrix - Executed Trademark Security Agreement (2)#page11.tif source=Vectrix - Executed Trademark Security Agreement (2)#page12.tif source=Vectrix - Executed Trademark Security Agreement (2)#page13.tif	

TRADEMARK SECURITY AGREEMENT dated as of September 24, 2009 (this "**Agreement**"), among **VECTRIX CORPORATION**, a Delaware corporation, as a debtor and debtor in possession under Chapter 11 of the Bankruptcy Code (the "**Borrower**") and **NEW VECTRIX LLC**, a Delaware limited liability company, as lender and secured party (the "**Lender**").

Reference is made to (a) the Security Agreement dated as of September 24, 2009 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), between Borrower and Lender and (b) the Secured Super-Priority Debtor in Possession Credit Agreement dated as of September 24, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), between Borrower and Lender. The Lender has agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lender to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Borrower, pursuant to the Security Agreement, did and hereby does grant to the Lender, its successors and assigns, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Borrower or in which the Borrower now has or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**"):

(a) trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "**Trademarks**");

(b) the right to sue or otherwise recover for any and all past, present and future infringements and dilutions thereof,

(c) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements and dilutions thereof), and

(d) all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above, provided that the grant of the security interest hereunder shall not include any application for a Trademark that would be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest unless and until such time that the grant and/or enforcement of the security interest will not affect the status or validity of such Trademark.

SECTION 3. Recordation. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Borrower authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

SECTION 4. Security Agreement. The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Security Agreement. The Borrower hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Applicable Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

VECTRIX CORPORATION

by: 

Name: Michael Boyle

Title: President and Chief Executive Officer

State of North Carolina)
County of Haywood) ss.

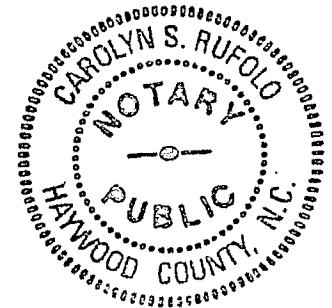
On September 25, 2009, before me, Michael Boyle, personally appeared MICHAEL BOYLE, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Carolyn S. Rufolo (Seal)

My Commission Expires 01/03/10



NEW VECTRIX LLC, as Lender

by:  _____

Name: Ralph H. Ham

Title: Managing Member

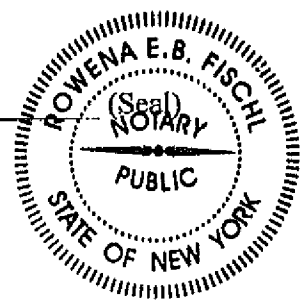
State of New York:)
) ss.
County of New York)

On Sept. 24, 2009 before me, Rowena E. B. Fischl, personally appeared Ralph H. Isham, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Signature [Handwritten Signature]

ROWENA E.B. FISCHL
NOTARY PUBLIC-STATE OF NEW YORK
No. 41-4953319
Qualified in Suffolk County
My Commission Expires July 10, 2011



Schedule I

Trademarks

Mark	Application Number	File Date	Registration Number	Registration Date
V LOGO	77/148,688			
V LOGO	78/622,740		3455271	
VECTRIX	75395702		2632033	
VECTRIX	78572585			
VECTRIX	78/572,594			
VECTRIX	76584443		3454207	

STATE AND FOREIGN TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	State	Application Number	File Date	Registration Number	Registration Date
COOL PEOPLE RIDE ELECTRIC	Albania	AL/T/2007/125		11511	
COOL PEOPLE RIDE ELECTRIC	Australia	1164324		1164324	
COOL PEOPLE RIDE ELECTRIC	Australia	1168998		1168998	
COOL PEOPLE RIDE ELECTRIC	European Union	5444591		5444591	
COOL PEOPLE RIDE ELECTRIC	New Zealand	775468		775468	
COOL PEOPLE RIDE ELECTRIC	Singapore	T07/06870C		T0706870E	
DAaRT (Stylized)	European Union	4366332		4366332	
DAaRT (Stylized)	Italy	MI2004C009831			

Mark	State	Application Number	File Date	Registration Number	Registration Date
FROG (AND DESIGN)	Italy	MI2003C 009939		1044777	
GREEN GO! (Stylized)	Argentina	2550231		2088221	
GREEN GO! (Stylized)	Bermuda			41613	
GREEN GO! (Stylized)	Chile	664996		729620	
GREEN GO! (Stylized)	China	4342758		4342758	
GREEN GO! (Stylized)	European Union	4102323		4102323	
GREEN GO! (Stylized)	Hong Kong	300308655		300308655	
GREEN GO! (Stylized)	India	1318172		1318172	
GREEN GO! (Stylized)	Indonesia	D00-2004- 32016-32341		IDM00009368 4	
GREEN GO! (Stylized)	Japan	2004-098354		4857187	
GREEN GO! (Stylized)	Mexico	685240		873118	
GREEN GO! (Stylized)	Norway	2004-10789		229194	
GREEN GO! (Stylized)	Singapore	T04/18952H		T04/18952H	
GREEN GO! (Stylized)	South Korea	40-2004- 0049530		40-0654435	
GREEN GO! (Stylized)	Switzerland	03680/2004		532211	
GREEN GO! (Stylized)	Taiwan	93051064		1175525	
GREEN GO! (Stylized)	Thailand	571130		Kor233371	
GREEN GO! (Stylized)	Venezuela	18584-04		P-267586	
GREEN GO! (Stylized)	Vietnam	4-2004- 11680		75138	

Mark	State	Application Number	File Date	Registration Number	Registration Date
V LOGO	Albania	ALT/T/2007/126		11516	
V LOGO	Argentina	2785992			
V LOGO	Argentina	2785991			
V LOGO	Argentina	2785993			
V LOGO	Australia	1169001		1169001	
V LOGO	Bosnia and Herzegovina	BAZ0711017 A			
V LOGO	Brazil	829572210			
V LOGO	Brazil	829572317			
V LOGO	Brazil	829481583			
V LOGO	Bulgaria	95002			
V LOGO	Canada	1362869			
V LOGO	Chile	793.354		818.621	
V LOGO	Croatia	Z20070597A		Z20070597	
V LOGO	European Union	4371571		4371571	
V LOGO	European Union	005791876		005791876	
V LOGO	Israel	199,117			
V LOGO	Japan	2007-027847		5085720	
V LOGO	Macedonia	TM-2007/283			
V LOGO	Mexico	881310		1006106	
V LOGO	Mexico	881311		1033597	
V LOGO	Mexico	881313		1016129	

Mark	State	Application Number	File Date	Registration Number	Registration Date
V LOGO	Mexico	881312		1016128	
V LOGO	Mexico	881314		1008306	
V LOGO	New Zealand	775569		775569	
V LOGO	Norway	2005-11906		233562	
V LOGO	Russian Federation	2007709600			
V LOGO	Serbia and Montenegro	Z732/07			
V LOGO	Singapore	T0706871C		T0706871C	
V LOGO	South Africa	2007/06598			
V LOGO	Switzerland	58961/2005		58961/2005	
V LOGO	Turkey	2007/18533			
V LOGO	Venezuela	26530-07			
V LOGO	Venezuela	26532-07			
V LOGO	Venezuela	26531-07			
VECTRIX	Albania	ALT/T/2007/124		11392	
VECTRIX	Argentina	2559557		2142519	
VECTRIX	Argentina	2785990			
VECTRIX	Argentina	2785989			
VECTRIX	Australia	1198357			
VECTRIX	Australia	1168997		1168997	
VECTRIX	Bahamas	27218			
VECTRIX	Bermuda	0041504		41504	

Mark	State	Application Number	File Date	Registration Number	Registration Date
VECTRIX	Bosnia and Herzegovina	BAZ0711015 A			
VECTRIX	Brazil	827111010			
VECTRIX	Brazil	829481613			
VECTRIX	Brazil	829481648			
VECTRIX	Bulgaria	95004			
VECTRIX	Canada	1,234,310			
VECTRIX	Chile	793.355			
VECTRIX	Chile	670125		726193	
VECTRIX	China	4386492		4386492	
VECTRIX	Croatia	Z20070596A		Z20070596	
VECTRIX	European Union	4243564			
VECTRIX	European Union	5226253		5226253	
VECTRIX	European Union	3921327		3921327	
VECTRIX	Hong Kong	301002455			
VECTRIX	Hong Kong	300304424		300304424	
VECTRIX	India	1322554		1322554	
VECTRIX	Indonesia	D00 2004 34197 34547		iDM000. 081.121	
VECTRIX	Indonesia	Proposed Mark			
VECTRIX	Israel	199,118			
VECTRIX	Japan	2007-119299			

Mark	State	Application Number	File Date	Registration Number	Registration Date
VECTRIX	Japan	2007-027848		5085044	
VECTRIX	Japan	2004-096088		4872322	
VECTRIX	Macedonia	TM-2007/284			
VECTRIX	Malaysia	04018403		04018403	
VECTRIX	Mexico	881306		1005218	
VECTRIX	Mexico	881307		1005219	
VECTRIX	Mexico	881308		1005220	
VECTRIX	Mexico	881309		1005221	
VECTRIX	New Zealand	775466		775466	
VECTRIX	Norway	2004-06858		228055	
VECTRIX	Russian Federation	2007708980			
VECTRIX	Serbia and Montenegro	Z-763/07			
VECTRIX	Singapore	Proposed Mark			
VECTRIX	Singapore	T07/06869A		T0706869A	
VECTRIX	Singapore	T07/06868C		T0706868C	
VECTRIX	Singapore	T07/06867E		T0706867E	
VECTRIX	Singapore	T07/06866G		T0706866G	
VECTRIX	Singapore	T04/20484E		T04/20484E	
VECTRIX	South Africa	2007/06597			
VECTRIX	South Korea	Proposed Mark			
VECTRIX	South Korea	2004-52685		649565	

Mark	State	Application Number	File Date	Registration Number	Registration Date
VECTRIX	Switzerland	54497/2004		525,324	
VECTRIX	Taiwan	093048735		1158382	
VECTRIX	Thailand	Proposed Mark			
VECTRIX	Thailand	574057		TM255414	
VECTRIX	Turkey	2007/18534			
VECTRIX	Venezuela	6-05		000006-05	
VECTRIX	Vietnam	4/2004-13076		76664	

TRADEMARK LICENSES

None.