

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
Visioneering, Inc.		09/21/2009	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	National City Bank		
Street Address:	1900 E Ninth Street		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	Financial Institution /National Banking Association: OHIO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77619698	VISIONEERING	
Serial Number:	77619695		
Serial Number:	77561799	VISIONEERING	
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:	efstrademarks@sommerbarnard.com		
Correspondent Name:	Amy Wright/Taft Stettinius & Hollister		
Address Line 1:	One Indiana Square, Suite 3500		
Address Line 4:	Indianapolis, INDIANA 46204		
NAME OF SUBMITTER:	Amy Wright; Attorney for Visioneering		
Signature:	/Amy Wright/		
Date:	10/21/2009		

CH \$90.00 77619698

Total Attachments: 4

source=visioneering_vistool_com_20091015_105758#page1.tif

source=visioneering_vistool_com_20091015_105758#page2.tif

source=visioneering_vistool_com_20091015_105758#page3.tif

source=visioneering_vistool_com_20091015_105758#page4.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of September 21, 2009, by and between VISIONEERING, INC., a Michigan corporation (the "Debtor"), having its chief executive office at 17501 Masonic, Fraser, MI 48026, and NATIONAL CITY BANK, a national banking association ("Secured Party").

This Agreement is executed pursuant to the terms of the Security Agreement dated as May 17, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") executed by the Debtor in favor of the Secured Party. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Debtor hereby grants to the Secured Party a security interest in all of the Debtor's right, title and interest in, to and under, whether presently existing or hereafter arising or acquired, its Trademarks (as defined in the Security Agreement), including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof.

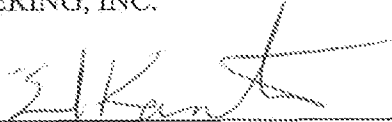
The mark(s), registration(s), and application(s) listed on Schedule I are hereby deemed to be added to Schedule II of the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Signature page follows]

996888

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

VISIONEERING, INC.

By: 
Name: Edward A. Kanters
Title: Chief Financial Officer

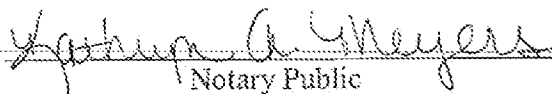
NATIONAL CITY BANK

By: 
David G. McNeely, Senior Vice President

STATE OF Indiana

COUNTY OF Allen

The foregoing instrument was acknowledged before me this 21 day of September 2009 by Kathryn A. Meyers, _____ of Visioneering, Inc., a Michigan corporation, on behalf of such corporation. National City Bank


Notary Public

My commission expires:

2-15-2015

STATE OF Michigan)
)ss:
COUNTY OF Macomb)



The foregoing instrument was acknowledged before me this 15 day of October 2009 by Edward A. Kanters, Chief Financial Officer of Visioneering, Inc., a Michigan corporation, on behalf of such corporation.

Lindsey Randazzo
Notary Public

My Commission Expires:
2/24/2012

LINDSEY RANDAZZO
Notary Public, State of Michigan
County of Macomb
My Commission Expires 02-24-2012
Acting in the County of macomb

SCHEDULE I
TRADEMARKS

Country Reg. No./App. Ser. No.	Mark
US 77619698	
US 77619695	
US 77561799	