

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
Ember Corporation		12/30/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	WF Fund III Limited Partnership
Street Address:	161 Bay Street, Suite 2520
Internal Address:	c/o Wellington Financial Fund III
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5J 2S1
Entity Type:	LIMITED PARTNERSHIP: MANITOBA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2701450	EMBER
Registration Number:	2896362	EMBER
Registration Number:	2733385	EMBERNET

CORRESPONDENCE DATA

Fax Number: (617)502-5162
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 6172485000
 Email: kschoff@choate.com
 Correspondent Name: Choate Hall & Stewart LLP
 Address Line 1: Two International Place
 Address Line 2: Attn: Kell L. Schoff
 Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 2009260-0002

DOMESTIC REPRESENTATIVE

900152757

**TRADEMARK
 REEL: 004135 FRAME: 0675**

OP \$90.00 2701450

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

NAME OF SUBMITTER:	Kell L. Schoff
Signature:	/Kell L. Schoff/
Date:	01/22/2010

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of December 30, 2009, by and among EMBER CORPORATION., a corporation duly organized and validly existing under the laws of the State of Delaware (the "Grantor") and WF FUND III LIMITED PARTNERSHIP, carrying on business as WELLINGTON FINANCIAL LP and WELLINGTON FINANCIAL FUND III (the "Secured Party").

Introduction

Pursuant to the Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented and/or modified from time to time, the "Loan and Security Agreement") by and between the Grantor and the Secured Party, the Secured Party has agreed, subject to the terms and conditions set forth therein, to make certain term and revolving credit loans and provide other financial accommodations to the Grantor (collectively, the "Loans"). Under the Loan and Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all of the Secured Obligations under, and as defined in, the Loan and Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Secured Party to enter into the Loan and Security Agreement and make Loans to the Grantor pursuant thereto, Grantor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan and Security Agreement.

SECTION 2. Grant of Security Interest. To secure the prompt performance of the Obligations, Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers and grants to the Secured Party a continuing security interest in all of the following property, whether now or hereafter existing or acquired by such Grantor (the "Trademark Collateral"):

- (a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I attached hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing

(each, a "Trademark");

(b) all Trademark licenses for the grant by or to such Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I; and

(c) all proceeds of, and rights associated with, the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party. The Loan and Security Agreement (and all rights and remedies of each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the disposition of Trademark Collateral in accordance with the Loan and Security Agreement or (ii) the full and final discharge of the Obligations and the termination of the Secured Parties' obligations to provide Loans under the Loan and Security Agreement, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such disposition or termination, the Secured Party will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Secured Party hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. Grantor further acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Loan and Security Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 8. Governing Law. This Agreement shall be construed under and governed by the laws of The Commonwealth of Massachusetts.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

EMBER CORPORATION.

By: James H. Sheehan
Name: JAMES H. SHEEHAN
Title: SVP + CFO

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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TRADEMARK
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Monday, November 30, 2009

Trademark Status Report by Client

Page 1

Client: 27669 Ember Corporation

Trademark	Status Case Number / Sub Case	Serial Number Reg Number	Filing Date Reg Date	Client Ref Number Next Action(s)	Due Date(s)
EMBER Country: Australia Classes: 9	Registered 27669-502/004	905229 905229	05-Mar-2002 31-Oct-2002	First Renewal	05-Mar-2012
EMBER Country: Brazil Classes: 9	Registered 27669-502/007	824326504 824326504	06-Mar-2002 24-Apr-2007	First Renewal	24-Apr-2017
EMBER Country: Canada Classes: 9	Registered 27669-501/008	1126485 TMA624,433	21-Dec-2001 02-Nov-2004	First Renewal	02-Nov-2019
EMBER Country: China (People's Republic) Classes: 9	Registered 27669-502/010	3128091 3128091	06-Mar-2002 14-Jun-2003	First Renewal	13-Jun-2013
EMBER Country: European Community Classes: 9	Registered 27669-501/116	2516672 2516672	24-Dec-2001 07-Mar-2003	First Renewal	24-Dec-2011
EMBER Country: Hong Kong Classes: 9	Registered 27669-502/025	200203044 2002/10940	05-Mar-2002 21-Aug-2002	Next Renewal	05-Mar-2019

TRADEMARK

REEL: 004135 FRAME: 0680

Monday, November 30, 2009

Trademark Status Report by Client

Page: 2

Client: 27669 Ember Corporation

Trademark	Status	Case Number / Sub Case	Serial Number	Reg Number	Filing Date	Reg Date	Client Ref Number	Next Action(s)	Due Date(s)
EMBER	Published	27669-502/030	1085731		08-Mar-2002				
<i>Country:</i> India									
<i>Classes:</i> 9									
EMBER	Registered	27669-501/032	2001-114646	4711514	25-Dec-2001	19-Sep-2003		Renewal Due 6M	19-Mar-2013
<i>Country:</i> Japan									
<i>Classes:</i> 9									
EMBER	Registered	27669-502/066	91009087	1036838	06-Mar-2002	16-Mar-2003		First Renewal	15-Mar-2013
<i>Country:</i> Taiwan									
<i>Classes:</i> 9									
EMBER	Registered	27669-501/	78/070897	2,701,450	25-Jun-2001	25-Mar-2003		First Renewal	25-Mar-2013
<i>Country:</i> United States of America									
<i>Classes:</i> 9									
EMBER (Stylized)	Registered	27669-503/116	3125796	3125796	08-Apr-2003	05-Nov-2004		First Renewal	08-Apr-2013
<i>Country:</i> European Community									
<i>Classes:</i> 9									
EMBER (Stylized)	Registered	27669-503/032	2003-028539	4728634	09-Apr-2003	21-Nov-2003		Renewal Due 6M	21-May-2013
<i>Country:</i> Japan									
<i>Classes:</i> 9									

TRADEMARK

REEL: 004135 FRAME: 0681

Trademark Status Report by Client

Client: 27669 Ember Corporation

Trademark	Status Case Number / Sub Case	Serial Number Reg Number	Filing Date Reg Date	Client Ref Number Next Action(s)	Due Date(s)
EMBER (Stylized) Country: United States of America Classes: 9	Registered 27669-503/	78/173759 2,896,362	11-Oct-2002 19-Oct-2004	Aff of Use due 2M	19-Aug-2010
Ember Corporation v. Sony Computer Entertainment Europe - Mark: EMBER No.6360432 - B1334756 Country: European Community	Opposed 27669-510/116	6360432		Cooling Off Period Ends	22-Jun-2010
EMBER ENABLED Country: Australia Classes: 9	Registered 27669-507/004	908660 908660	08-Apr-2002 17-Dec-2002	First Renewal	08-Apr-2012
EMBER ENABLED Country: European Community Classes: 9	Registered 27669-506/116	2603165 2603165	05-Mar-2002 16-Jun-2003	First Renewal	05-Mar-2012
EMBER ENABLED Country: Hong Kong Classes: 9	Registered 27669-507/025	200204771 2003/9869	08-Apr-2002 08-Aug-2003	Next Renewal	08-Apr-2019
EMBER ENABLED Country: Japan Classes: 9	Registered 27669-506/032	2002-017762 4608724	07-Mar-2002 27-Sep-2002	First Renewal	27-Sep-2012

Monday, November 30, 2009

Trademark Status Report by Client

Page: 4

Client: 27669 Ember Corporation

Trademark	Status Case Number / Sub Case	Serial Number Reg Number	Filing Date Reg Date	Client Ref Number Next Action(s)	Due Date(s)
EMBER ENABLED Country: Taiwan Classes: 9	Registered 27669-507/066	9113547 1043622	11-Apr-2002 16-May-2003	First Renewal	15-Mar-2013
EMBERNET Country: Australia Classes: 9	Registered 27669-505/004	908661 908661	08-Apr-2002 17-Dec-2002	First Renewal	08-Apr-2012
EMBERNET Country: Canada	Registered 27669-505/008	1133000 610,929	04-Mar-2002 21-May-2004	First Renewal	21-May-2019
EMBERNET Country: European Community Classes: 9	Registered 27669-505/116	2603140 2603140	05-Mar-2002 22-May-2003	First Renewal	05-Mar-2012
EMBERNET Country: Hong Kong Classes: 9	Registered 27669-505/025	200204772 2003/345	08-Apr-2002 16-Jan-2003	Next Renewal	08-Apr-2019
EMBERNET Country: Japan Classes: 9	Registered 27669-505/032	2002-018738 4646600	11-Mar-2002 21-Feb-2003	First Renewal	21-Feb-2013

TRADEMARK

REEL: 004135 FRAME: 0683

Monday, November 30, 2009

Trademark Status Report by Client

Page: 5

Client: 27669 Ember Corporation

Trademark	Status Case Number / Sub Case	Serial Number Reg Number	Filing Date Reg Date	Client Ref Number Next Action(s)	Due Date(s)
EMBERNET	Registered 27669-505/066	9113546 1043621	11-Apr-2002 16-May-2003	First Renewal	15-Mar-2013
EMBERNET	Registered 27669-504/	78/072485 2,733,385	05-Jul-2001 01-Jul-2003	First Renewal	01-Jul-2013

Country: United States of America
Classes: 9