

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
CDS Technologies, Inc.		05/13/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wachovia Bank		
Street Address:	201 South College Street		
Internal Address:	Charlotte Plaza, CP-8		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28288-0680		
Entity Type:	National Association: United States: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2197009	CDS	
Registration Number:	3441950	CDS	
Registration Number:	3372047	CDS TECHNOLOGIES	
CORRESPONDENCE DATA			
Fax Number:	(202)739-3001		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	202-739-5652		
Email:	chowell@morganlewis.com		
Correspondent Name:	Catherine R. Howell, Senior Paralegal		
Address Line 1:	1111 Pennsylvania Ave., N.W.; Attn: TMSU		
Address Line 2:	Morgan, Lewis & Bockius LLP		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	52735-0172		
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal		

CH \$90.00 2197009

TRADEMARK

900163542

REEL: 004216 FRAME: 0460

Signature:	/Catherine R. Howell/
Date:	06/02/2010
Total Attachments: 5 source=wachovia trademark#page1.tif source=wachovia trademark#page2.tif source=wachovia trademark#page3.tif source=wachovia trademark#page4.tif source=wachovia trademark#page5.tif	

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of ^{May 13}~~April 13~~, 2010, by CDS Technologies, Inc. (the "Pledgor"), in favor of WACHOVIA BANK, NATIONAL ASSOCIATION, in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement dated as of January 31, 2006, (the "Security Agreement") in favor of the Administrative Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than contingent indemnity obligations which survive termination of the Credit Documents pursuant to the stated term thereof) and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in

writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

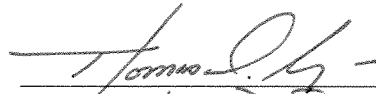
IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first written above.

~~Very truly yours,~~

CDS TECHNOLOGIES, INC.,

a Delaware corporation, as Pledgor

By:



Name: *Thomas D. Singer*

Title: *Vice President, Secretary*

TRADEMARK

REEL: 004216 FRAME: 0464


Accepted and Agreed:

WELLS FARGO BANK, N.A. (AS SUCCESSOR BY MERGER TO WACHOVIA BANK,
NATIONAL ASSOCIATION),
as Administrative Agent

By: *Leonard Weiner*
Name: *Leonard Weiner*
Title: *Managing Director*

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

TRADEMARKS

REG NO.	ISSUE DATE	COUNTRY	TRADEMARK
2197009	10/20/1998	US	CDS
3441950	6/3/2008	US	
3372047	1/22/2008	US	