

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
THAT CORPORATION		08/25/2010	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	MIDDLESEX SAVINGS BANK
Street Address:	140 S Main St.
City:	Milford
State/Country:	MASSACHUSETTS
Postal Code:	01757
Entity Type:	Financial Institution: MASSACHUSETTS

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2021507	ANALOG ENGINE
Registration Number:	2094438	THAT
Registration Number:	2552865	INGENIUS
Registration Number:	2638289	T
Registration Number:	3066903	BLACKMER
Registration Number:	3230858	DBX-TV
Registration Number:	3265981	DBX-TV
Registration Number:	3437746	G
Registration Number:	3532441	INGENIUS
Registration Number:	3735336	ANALOG CIRCUITS MADE EASY
Registration Number:	3440724	ANALOG ENGINE
Serial Number:	85056606	THAT CORPORATION

CORRESPONDENCE DATA

900184923

**TRADEMARK
 REEL: 004486 FRAME: 0358**

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Fax Number: (617)535-3800
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Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	056233-154 (SEC AGMT)
NAME OF SUBMITTER:	Mark McCarthy
Signature:	/Mark McCarthy/
Date:	02/24/2011

Total Attachments: 4
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "*Agreement*"), is entered into as of August 25, 2010 by THAT CORPORATION, a Massachusetts corporation (the "*Borrower*") and each Guarantor listed on Schedule II hereto (collectively, the "*Guarantors*," and together with the Borrowers, the "*Grantors*"), in favor of MIDDLESEX SAVINGS BANK (the "*Lender*"), for the benefit of itself and the other Secured Parties (as such term is defined in the Loan Agreement referred to below) (in such capacity, and together with its successors in such capacity, the "*Secured Party*").

WITNESSETH:

WHEREAS, the Grantors are party to a Security Agreement dated as of the date hereof (as amended from time to time, the "*Security Agreement*") in favor of the Secured Party pursuant to which the Grantors are required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Party, for the benefit of the Secured Parties, to enter into Loan Agreement, the Grantors hereby agree with the Secured Party 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. Each Grantor hereby pledges and grants to the Secured Party for the benefit of the Lenders a lien on and a security interest in and to all of its right, title and interest in, to and under all:

- (a) Trademarks, including such registrations or applications for registration listed on Schedule I attached hereto;
- (b) Goodwill associated with such Trademarks; and
- (c) Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Secured Party 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

[Signature Page Follows]

THAT *1/4*

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS

THAT CORPORATION

By: Leslie B. Tyler
Name: LESLIE B. TYLER
Title: PRESIDENT

[Signature Page to Trademark Security Agreement]

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TRADEMARK
REEL: 004486 FRAME: 0361

Schedule I

United States of America	74/695954	6/30/1995	2021507	12/3/1996	ANALOG ENGINE
United States of America	75/078,378	3/25/1996	2,094,438	9/9/1997	THAT
United States of America	75/227,908	1/20/1997	2,552,865	3/26/2002	IN-GENIUS
United States of America	76/117,501	8/28/2000	2,638,289	10/22/2002	T AND DESIGN
United States of America	78/304,215	9/23/2003	3,066,903	3/7/2006	BLACKMER
United States of America	78/536,477	12/21/2004	3,230,868	4/17/2007	DBX-TV
United States of America	78/633,497	5/19/2005	3,265,981	7/17/2007	DBX-TV
United States of America	78/634,080	5/20/2005	3,437,746	5/27/2008	G AND DESIGN
United States of America	78/634,037	5/20/2005	3,532,441	11/11/2008	INGENIUS AND DESIGN
United States of America	78/759,496	11/22/2005	3,735,336	1/5/2010	ANALOG CIRCUITS MADE
United States of America	78/906350	6/12/2006	3440724	6/3/2008	EASY
United States of America	85/056606	6/7/2010			ANALOG ENGINE
					THAT CORPORATION

Schedule II

[No Guarantors on the date hereof]

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