

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ista North America, Inc.		12/18/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bayerische Hypo- und Vereinsbank AG, London Branch
Street Address:	Kardinal-Faulhaber-Strase 1
City:	Munich
State/Country:	GERMANY
Postal Code:	80333
Entity Type:	CORPORATION: GERMANY

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2714938	EC POWER
Registration Number:	2645867	EC POWER
Registration Number:	2708396	THE POWER OF ELECTRONIC COMMERCE

CORRESPONDENCE DATA

Fax Number: (678)533-0390
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 6785330363
 Email: jluke@ista-na.com
 Correspondent Name: Jessica Luke Esq.
 Address Line 1: 3655 North Point Pkwy
 Address Line 2: Suite 250
 Address Line 4: Alpharetta, GEORGIA 30005

DOMESTIC REPRESENTATIVE

Name:
 Address Line 1:

900186192

**TRADEMARK
 REEL: 004496 FRAME: 0228**

OP \$90.00 2714938

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

John Castellano

Signature:

/John Castellano/

Date:

03/11/2011

Total Attachments: 4

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated 14th December 2010, is made by ista North America, Inc. (the "*Grantor*") in favor of Bayerische Hypo- und Vereinsbank AG, London Branch, as security agent (the "*Security Agent*") for the Finance Parties (as defined in the Senior Facilities Agreement and the Second Lien Facility Agreement referred to below).

WHEREAS, (i) ista Holdco 2 S.à r.l. (formerly named Charterhouse Inuit (New Luxco) S.à r.l.) as Parent, ista International GmbH (formerly named Charterhouse Inuit (Acquico) GmbH) as Acquiror, the other companies named therein as borrowers and guarantors, Goldman Sachs International as Global Coordinator, Goldman Sachs International and Deutsche Bank AG as Bookrunners, Goldman Sachs International, Deutsche Bank AG, London Branch, Mizuho Corporate Bank, Ltd, Ltd and Bayerische Hypo- und Vereinsbank AG as Mandated Lead Arrangers, the financial institutions named therein as original lenders, Goldman Sachs International as Documentation Agent, Bayerische Hypo- und Vereinsbank AG, London Branch as Facility Agent and Security Agent are parties to a Senior Credit Facilities Agreement dated 14 May 2007 (as amended and restated on 5 July 2007 and as may be further amended, amended and restated, supplemented or otherwise modified from time to time, the "*Senior Facilities Agreement*") and (ii) ista Holdco 2 S.à r.l. (formerly named Charterhouse Inuit (New Luxco) S.à r.l.) as Parent, ista International GmbH (formerly named Charterhouse Inuit (Acquico) GmbH) as Acquiror, the other companies named therein as borrowers and guarantors, Goldman Sachs International, Deutsche Bank AG, London Branch, Mizuho Corporate Bank, Ltd and Bayerische Hypo- und Vereinsbank AG as Mandated Lead Arrangers, the financial institutions named therein as original lenders, Bayerische Hypo- und Vereinsbank AG, London Branch as Facility Agent and Security Agent are parties to a Second Lien Facility Agreement dated 14 May 2007 (as amended and restated on 5 July 2007 and as may be further amended, amended and restated, supplemented or otherwise modified from time to time, being the "*Second Lien Facility Agreement*"). Capitalized terms defined in the Senior Facilities Agreement and not otherwise defined herein are used herein as defined in the Senior Facilities Agreement.

WHEREAS, as a condition precedent to the obligations of the Lenders under the Senior Facilities Agreement to make Drawings available to the Borrowers under the Senior Facilities Agreement and to the obligations of the Lenders under and as defined in the Second Lien Facility Agreement to make the Advance under and as defined in the Second Lien Facility Agreement available to the Borrowers under and as defined in the Second Lien Facility Agreement, the Grantor and others have executed and delivered that certain Security Agreement dated 19 July 2007 made by the Grantor and others to the Security Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Security Agent, for the ratable benefit of the Finance Parties, subject in all respects to the terms and provisions of the Intercreditor Deed, a security interest in, among other property, certain intellectual property of the Grantor, and have agreed as a condition

thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Security Agent for the ratable benefit of the Finance Parties, subject in all respects to the terms and provisions of the Intercreditor Deed, a security interest in all of the Grantor's right, title and interest in and to the following (the "*Collateral*"):

(i) the trademark and service mark registrations and applications set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");

(ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by the Grantor under this IP Security Agreement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Finance Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.


SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Security Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

ISTA NORTH AMERICA, INC.

By 
Name: RICHARD ESPENHAHN
Title: C. F. O.

Address for Notices:
3655 North Point Parkway
Suite 250
Alpharetta, GA 30005

**Schedule A
Trademarks**

Grantor	Trademark	Country	Reg. No.	Applic. No.	Filing Date	Issue Date
ista North America, Inc.	EC Power	US	2,714,938	76114827	August 21, 2000	May 13, 2003
ista North America, Inc.	EC Power	US	2,645,867	78084196	September 17, 2001	November 5, 2002
ista North America, Inc.	The Power of Electronic Commerce	US	2,708,396	76144549	October 11, 2000	April 22, 2003