

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
MEI, Inc.		02/14/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Citibank Japan Ltd., as Security Agent
Street Address:	1-5-1 Marunouchi
City:	Chiyoda-ku, Tokyo
State/Country:	JAPAN
Postal Code:	100-6516
Entity Type:	Bank: JAPAN

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2919005	VTI
Serial Number:	77467163	GIVE YOUR MACHINES A VOICE
Serial Number:	85159886	MEI SC ADVANCE
Serial Number:	85423967	MEI EASITRAX ADVANCE 5000

CORRESPONDENCE DATA

Fax Number: (302)636-5454
 Phone: 800-927-9801
 Email: jpaterso@cscinfo.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Correspondent Name: Corporation Service Company
 Address Line 1: 1090 Vermont Avenue NW, Suite 430
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	103636
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DOMESTIC REPRESENTATIVE

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

NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	02/22/2012

Total Attachments: 8
source=2-22-12 MEI-TM#page1.tif
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

MEI, INC.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Delaware
 Other _____

Citizenship (see guidelines) Japan

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) 02/14/2012

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes

No

Name: Citibank Japan Ltd. as Security Agent

Internal

Address: _____

Street Address: 1-5-1 Marunouchi

City: Chiyoda-ku, Tokyo

State: _____

Country: Japan Zip: 100-6516

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____

Other Bank Citizenship Japan
 If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

77/467163 and two others; see schedule attached

B. Trademark Registration No.(s)

2919005; see schedule attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Jill C. Ruderfer

Internal Address: c/o Clifford Chance US LLP

Street Address: 31 West 52nd Street

City: New York

State: NY Zip: 10019

Phone Number: 212-878-8022

Fax Number: 212-878-8375

Email Address: jill.ruderfer@cliffordchance.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Jill C. Ruderfer
 Signature

02/22/2012

Date

Jill C. Ruderfer
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") dated 14-February 2012 is made by MEI, Inc., a Delaware corporation (the "Grantor") in favor of Citibank Japan Ltd., as Security Agent (the "Security Agent") for the Secured Parties (as defined in the Security Agency Agreement referred to below).

WHEREAS, the Grantor (being the successor to a merger by MEI Acquisition Corp. with and into the Grantor) has entered into a Senior Facility Agreement dated as of June 16, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Facility Agreement"), with, among others, MEI Conlux Holdings (US), Inc., MEI Conlux Holdings (Japan) Inc., Nippon Conlux Co., Ltd., the other Grantors party thereto, the Lenders and the Agents party thereto.

WHEREAS, Nippon Conlux Co., Ltd has entered into a Mezzanine Facility Agreement dated as of June 16, 2006 (said Mezzanine Facility Agreement, as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the "Mezzanine Facility Agreement") with, among others, MEI Conlux Holdings (Japan) Inc., the other Grantors party thereto, the Lenders and Agents party thereto.

WHEREAS, the Grantor has entered into a Security Agency Agreement dated as of June 16, 2006 (said Security Agency Agreement, as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the "Security Agency Agreement") with, among others, the Security Agent and other Agents and Lenders party thereto.

WHEREAS, as a condition precedent to the making of Loans (as such term is defined in the Facility Agreement) by the Lenders under the Facility Agreement and Loans (as such term is defined in the Mezzanine Facility Agreement) under the Mezzanine Facility Agreement and the entry into Hedging Agreements by the Hedge Counterparties from time to time, the Grantor has executed and delivered that certain Security Agreement dated as of June 19, 2006 made by the Grantor to the Security Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Terms defined or used in the Security Agreement and not otherwise defined herein are used herein as defined or used in 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 Secured Parties, a security interest in, among other property, certain Trademarks of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with appropriate governmental authorities in the Required IP Jurisdictions.

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 Secured Parties a continuing security interest in all of the Grantor's right,

title and interest in and to the following (collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark owned by the Grantor, including, without limitation, each Trademark registration and application therefor, referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of or symbolized by, each Trademark;
- (ii) each exclusive Trademark license to which the Grantor is a party referred to in Schedule 2 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed by Grantor pursuant thereto;
- (iii) all registrations and applications for registration for any of the foregoing, together with all renewals thereof;
- (iv) 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; and
- (v) 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 foregoing, including, without limitation, all Proceeds of and revenues from 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, all proceeds and damages relating thereto.

Notwithstanding any provision of this Trademark Security Agreement to the contrary, the grant of security interest hereunder shall not include any application for a Trademark that would be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest, including, without limitation, all United States Trademark applications that are based on an intent-to-use, unless and until such time that the grant and/or enforcement of the security interest will not affect the status or validity of such Trademark.

Section 2. No Transfer of Grantor's Rights. Except to the extent expressly permitted in the Facility Agreement, the Mezzanine Facility Agreement or the Security Agreement, the Grantor agrees not to sell, license, exchange, assign, or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

Section 3. Security for Obligations. The grant of continuing security interest in the Trademark Collateral by the Grantor under this Trademark Security Agreement secures the payment of all Secured Obligations.

Section 4. Recordation. The Grantor authorizes and requests that all applicable government officers and authorities record this Trademark Security Agreement. For this purpose, any holder of a copy of the present Trademark Security Agreement is granted the necessary power to proceed with said recordals in the name of the Security Agent. The costs of such recordals will be born by the Grantor.

Section 5. Execution in Counterparts. This Trademark Security Agreement may be executed in two 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 6. Grants, Rights and Remedies. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the Required IP Jurisdictions. The security interest granted hereby has been granted to the Security Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof and does not modify its terms or conditions or create any additional rights or obligations for any party thereto or hereto. The Security Agreement (and all rights and remedies of the Security Agent thereunder) shall remain in full force and effect in accordance with its terms.

Section 7. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Page Follows.]

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

MEI, INC.

By:



Name: Mark Sidell

Title: Secretary

Address for Notices:

MEI, Inc.

1301 Wilson Drive

West Chester, PA 19380-5954


TRADEMARK SECURITY AGREEMENT

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TRADEMARK
REEL: 004720 FRAME: 0961

Accepted:

CITIBANK JAPAN LTD.
Security Agent

By: 
Name: Atsuko Inukai
Title: Vice President

Address for Notices:

1-5-1 Marunouchi Chiyoda-ku
Tokyo 100-6516 Japan

TRADEMARK SECURITY AGREEMENT

Schedule 1 to Trademark Security Agreement

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

** Design	*	Classes	Filing Date	Filing No.	Reg. Date	Reg. No.
GIVE YOUR MACHINES A VOICE	UNITED STATES OF AMERICA	9, 35, 37	06/MAY/2008	77/467163		
MEI SC ADVANCE	UNITED STATES OF AMERICA	9	24/OCT/2010	85/159886		
MEI EASITRAX ADVANCE	UNITED STATES OF AMERICA	9	15/SEP/2011	85/423967		
VTI	UNITED STATES OF AMERICA	9	26/NOV/2003	78/333672	18/JAN/2005	2919005

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Schedule 2 to Trademark Security Agreement

EXCLUSIVE TRADEMARK LICENSES

None

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