

01-14-2005



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

102920067

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1-13-05

1. Name of conveying party(ies):
SPL WORLDGROUP HOLDINGS, LLC, a Delaware
limited liability company

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other limited liability company

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: WELLS FARGO Foothill, INC.
Internal
Address: Suite 3000 W

Street Address: 2450 Colorado Avenue
City: Santa Monica State: CA Zip: 90404

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State California
 Other _____

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)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 12/16/2004

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) _____
Please see attached Schedule I

Additional number(s) attached? Yes No

B. Trademark Registration No.(s) _____
Please see attached Schedule I

5. Name and address of party to whom correspondence
concerning document should be mailed:
Name: FEDERAL RESEARCH CO., LLC

Internal Address: Attn: Penelope Agodoa
Suite 920

Street Address: 1030 15th Street, NW

City: Washington State: DC Zip: 20005

6. Total number of applications and
registrations involved: **10**

7. Total fee (37 CFR 3.41)..... \$ 265.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

ASSIGNMENTS DIV
RECEIVED
DEC 13 10 31 AM '05

DO NOT USE THIS SPACE

9. Signature.
Kimberley A. Lathrop Kimberley A. Lathrop 01-12-05
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **14**

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

01/14/2005 ECDOPER 00000047 1759567

01 FC:8521 40.00 OP
02 FC:8522 225.00 OP

TRADEMARK
REEL: 003105 FRAME: 0815

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Parent	None	None	None	None
Axiom	None	None	None	None
Synergen	United States	SYNERGEN	1759567	March 23, 1993
Synergen	United States	SYNERGEN	1821975	February 15, 1994
SPL	United States	CIS PLUS	1897366	June 6, 1995
SPL	United States	CIS PLUS CUSTOMER INFORMATION PLUS SERVICE (and design)	1897367	June 6, 1995
SPL	United States	CPL WORLDGROUP	2129751	January 20, 1998
SPL	United States	CPL WORLDGROUP (and design)	2131672	January 27, 1998
SPL	United States	CENTRICITY	2569212	May 14, 2002
SPL	United States	CES INTERNATIONAL	2812031	February 10, 2004
SPL	United States	CONFIGURED ENERGY SYSTEMS	2274373	August 31, 1999
SPL	United States	ENERMETRIX	Unknown	Unknown
SPL	United States	CES INTERNATIONAL	2812031	February 10, 2004

Trade Names

Parent:

None

SPL:

1. SPL
2. SPL WorldGroup

Synergen

1. Synergen

Axiom

1. Synchro
2. Mobility
3. URL: www.mobility-inc.com

Additional Conveying Parties (1. Continued):

SPL WORLDGROUP, INC., a Delaware corporation

SYNERGEN, INC., a California corporation

AXIOM ACQUISITION CORPORATION, a Delaware corporation

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 16th day of December, 2004, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group and the Bank Product Providers (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 16, 2004 (as amended, restated, supplemented or otherwise modified from time to time, including all schedules thereto, the "Credit Agreement") among SPL WorldGroup Holdings, LLC, a Delaware limited liability company ("Parent"), SPL Worldgroup, Inc., a Delaware corporation, as a borrower ("SPL"), Synergen, Inc., a California corporation, as a borrower ("Synergen" and, collectively with SPL, the "Borrowers"), the lenders party thereto as "Lenders" ("Lenders"), and Agent, the Lender Group is willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement dated as of December 16, 2004 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) subject to the Credit Agreement and the other Loan Documents, all of its Trademarks and rights in and to Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all extensions, modifications and renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral 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.

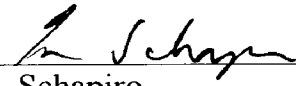
4. AUTHORIZATION TO SUPPLEMENT. Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include trademarks, registrations, or applications therefor (including, without limitation, extensions or renewals) that become part of the Trademark Collateral under the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature page to follow]

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

SPL WORLDGROUP HOLDINGS, LLC,
a Delaware limited liability company

By: 
Ian A. Schapiro
Director

SPL WORLDGROUP, INC.,
a Delaware corporation

By: _____
Richard V. Zolezzi
Senior Vice President

SYNERGEN, INC.,
a California corporation

By: _____
Joseph Dwyer
Chief Financial Officer

AXIOM ACQUISITION CORPORATION,
a Delaware corporation

By: _____
Joseph Dwyer
President and Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC., as Agent

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

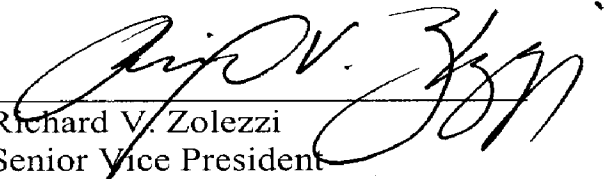
TRADEMARK
REEL: 003105 FRAME: 0820

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

SPL WORLDGROUP HOLDINGS, LLC,
a Delaware limited liability company

By: _____
Ian A. Schapiro
Director

SPL WORLDGROUP, INC.,
a Delaware corporation

By: 
Richard V. Zolezzi
Senior Vice President

SYNERGEN, INC.,
a California corporation

By: _____
Joseph Dwyer
Chief Financial Officer

AXIOM ACQUISITION CORPORATION,
a Delaware corporation

By: _____
Joseph Dwyer
President and Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC., as Agent

By: _____
Name:
Title:

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Director

SPL WORLDGROUP, INC.,
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Richard V. Zolezzi
Senior Vice President

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By: _____
Joseph Dwyer
Chief Financial Officer

AXIOM ACQUISITION CORPORATION,
a Delaware corporation

By: _____
Joseph Dwyer
President and Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC., as Agent

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003105 FRAME: 0822

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

SPL WORLDGROUP HOLDINGS, LLC,
a Delaware limited liability company

By: _____
Ian A. Schapiro
Director

SPL WORLDGROUP, INC.,
a Delaware corporation

By: _____
Richard V. Zolezzi
Senior Vice President

SYNERGEN, INC.,
a California corporation


By: _____
Joseph Dwyer
Chief Financial Officer

AXIOM ACQUISITION CORPORATION,
a Delaware corporation

By: _____
Joseph Dwyer
President and Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC., as Agent

By: _____

Name: TODD R. NAKAMOTO
Title: VICE PRESIDENT

SCHEDULE I
to
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SPL	United States	ENERMETRIX	Unknown	Unknown
SPL	United States	CES INTERNATIONAL	2812031	February 10, 2004

Trade Names

Parent:

None

SPL:

1. SPL
2. SPL WorldGroup

Synergen

1. Synergen

Axiom

1. Synchro
2. Mobility
3. URL: www.mobility-inc.com

Common Law Trademarks

Parent:

None

SPL:

Proven Solutions (a tag line)

Synergen:

Synergen Series

Axiom:

1. Synchro
2. Mobility

Trademarks Not Currently In Use

Parent:

None

SPL:

Some of the trademarks listed in this schedule may not be in use currently.

Synergen:

None

Axiom:

None

Trademark Licenses

Parent:

None

SPL:

The standard outbound customer license agreement of SPL WorldGroup, Inc. includes the following provision: