

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Legerity, Inc.		11/15/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding Inc.		
Street Address:	750 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2832336	LEGERITY	
Registration Number:	2716190	LEGERITY	
Registration Number:	2847825		
CORRESPONDENCE DATA			
Fax Number:	(866)459-2899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-783-2700		
Email:	pagodoa@federalresearch.com		
Correspondent Name:	CBCInnovis dba Federal Research		
Address Line 1:	1023 Fifteenth Street, NW, Suite 401		
Address Line 2:	attn: Penelope J.A. Agodoa		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	345597		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		

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Signature:	/pja/
Date:	11/23/2005
Total Attachments: 4 source=345597#page1.tif source=345597#page2.tif source=345597#page3.tif source=345597#page4.tif	

TRADEMARK SECURITY AGREEMENT – SHORT FORM

TRADEMARK SECURITY AGREEMENT dated November 15, 2005 made by Legerity, Inc., a Delaware corporation having its principal place of business at 4509 Freidrich Lane Austin Texas 78744 (the “**Grantor**”), in favor of Morgan Stanley Senior Funding, Inc. (“**Morgan Stanley**”), as administrative agent and collateral agent (or any successor thereto appointed pursuant to Article VII of the Credit Agreement referred to below, the “**Grantee**”) for the Lender Parties and the other Secured Parties (as each such term is defined in the Credit Agreement referred to below).

PRELIMINARY STATEMENTS

(1) The Grantor is party to the Second Amended and Restated Credit Agreement dated as of November 15, 2005 (as amended, supplemented, restated or otherwise modified from time to time, the “**Credit Agreement**”) with the banks, financial institutions and other institutional lenders party thereto (the “**Lenders**”), Deutsche Bank Trust Company Americas, as initial issuer of Letters of Credit thereunder (in such capacity, the “**Initial Issuing Bank**”), and Morgan Stanley, as Administrative Agent for the Lender Parties thereunder. Capitalized terms not otherwise defined herein shall have the same meanings as specified therefor in the Credit Agreement or the Security Agreement referred to below.

(2) In connection with the Credit Agreement, the Grantor and the Grantee entered into a Second Amended and Restated Security Agreement dated November 15, 2005 (as amended, supplemented, restated or otherwise modified from time to time, the “**Security Agreement**”) with the other grantors party thereto, pursuant to which the Grantor has granted to the Grantee for the ratable benefit of the Secured Parties a lien on and security interest in, among other things, all of the Grantor’s rights, title, and interest in and to all Trademarks (as defined in the Security Agreement) of such Grantor, whether then owned or thereafter acquired or created by such Grantor, including, without limitation, the trademark applications and registrations therefor listed on Schedule A hereto (collectively, the “**Trademark Collateral**”) and the goodwill of the business symbolized thereby.

(3) The parties desire to record the Grantor’s grant of the security interest in the Trademark Collateral to the Grantee with the United States Patent & Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor, intending to be legally bound, hereby agrees with the Grantee as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and their terms and provisions are incorporated herein in their entirety.

2. Grant of Security. The Grantor grants to the Grantee a lien on and security interest in all of its right, title, and interest in and to the Trademark Collateral and the goodwill of the business symbolized by the Trademark Collateral.

**SCHEDULE A
to the
TRADEMARK SECURITY AGREEMENT**

Registered U.S. Trademarks

Grantor	Mark	Registration No.	Registration Date
Legerity, Inc.	Legerity	2832336	4/13/04
Legerity, Inc.	Legerity (LEGERITY and design in black)	2716190	5/13/03
Legerity, Inc.	Legerity (stylized design only)	2847825	6/1/04

U.S. Trademark Applications

None