

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
EFFECTIVE DATE:	12/31/2005

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
FI-TEK, LLC		12/31/2005	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	The Northern Trust Company
Street Address:	50 South LaSalle
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60675
Entity Type:	Illinois Banking Corporation: ILLINOIS

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	1593942	TRUST/RITE

**CORRESPONDENCE DATA**

Fax Number: (312)258-5700  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (312)258-5724  
 Email: cbollinger@schiffhardin.com  
 Correspondent Name: Chris L. Bollinger  
 Address Line 1: P.O. Box 06079  
 Address Line 2: Schiff Hardin LLP  
 Address Line 4: Chicago, ILLINOIS 60606-0079

ATTORNEY DOCKET NUMBER:	13667-0185
NAME OF SUBMITTER:	Chris L. Bollinger

CH \$40.00 1593942

Signature:	/Chris Bollinger/
Date:	01/17/2006
<b>Total Attachments: 4</b> source=Security Agreement Fi-tek to The Northern Trust Company#page1.tif source=Security Agreement Fi-tek to The Northern Trust Company#page2.tif source=Security Agreement Fi-tek to The Northern Trust Company#page3.tif source=Security Agreement Fi-tek to The Northern Trust Company#page4.tif	

## 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 December 31, 2005, is made by FI-TEK, LLC, a Delaware limited liability company ("Borrower"), with its principal office at 333 Thornall Street, 2nd Floor, Edison, New Jersey 08837 and its organizational identification number 3234257, in favor of THE NORTHERN TRUST COMPANY, an Illinois banking corporation, as secured party (together with any successor, assign or subsequent holder, "Secured Party"), with a banking office at 50 South LaSalle, Chicago, Illinois 60675.

WHEREAS, Borrower and Secured Party have entered into a Security Agreement dated as of December 31, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

WHEREAS, under the terms of the Security Agreement, Borrower has granted to Secured Party, for the benefit of the Secured Party, a security interest in the certain intellectual property and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

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

SECTION 1. Grant of Security. Borrower hereby grants to Secured Party a continuing security interest in all of Borrower's right, title and interest in the following property or types of property now owned by Borrower or hereafter created or acquired by Borrower, wherever located (any or all of such, the "Collateral"):

(a) the trademark registration set forth in Schedule A hereto, together, with the goodwill symbolized thereby (the "*Trademark*");

(b) the copyright registration set forth in Schedule B hereto (the "*Copyright*");

(c) 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 Borrower accruing thereunder or pertaining thereto; and

(d) 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.

Notwithstanding the foregoing, the term "Collateral" as defined herein shall not include any asset of Borrower that does not constitute "Collateral" as defined in the Security Agreement.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by Borrower under this IP Security Agreement secures the payment of all Liabilities of such Borrower under the Security Agreement.

SECTION 3. Recordation. Borrower authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.


SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into, in conjunction with, and is subject to, the provisions of the Security Agreement. Borrower does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Secured Party 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 5. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, without reference to the conflicts of laws provisions thereof.

IN WITNESS WHEREOF, Borrower 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.

FI-TEK, LLC

By

  
Name: SUBIR CHATTERJEE  
Title: PRESIDENT

Address for Notices:

Fi-Tek, LLC  
333 Thornall Street, 2nd Floor  
Edison, NJ 08837  
Attn: President

SCHEDULE A  
TRADEMARKS AND SERVICE MARKS

<u>State or Country</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Trademark or Service Mark</u>
U.S.	1593942	May 1, 1990	TRUST/RITE

SCHEDULE B  
COPYRIGHTS AND MASK WORKS

<u>Registration No.</u>	<u>Registration Date</u>	<u>Copyright Owner's Name</u>	<u>Title of Work</u>
Txu-340-409	October 26, 1987	Fi-Tek, LLC	Trust