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Fax Server

TO: DAVID KLEIN COMPANY: 75 EAST 55TH STREET

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.103/28/2007
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aexeo Technology Limited		01/11/2007	limited company: BERMUDA
RECEIVING PARTY DATA			
Name:	UBS AG, London Branch		
Street Address:	1 Finsbury Avenue		
City:	London EC2M 2PP		
State/Country:	UNITED KINGDOM		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2861375	AEXEO TECHNOLOGY	
Registration Number:	2861367	AEXEO TECHNOLOGY	
CORRESPONDENCE DATA			
Fax Number:	(212)230-5100		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 318-6318		
Email:	davidklein@paulhastings.com		
Correspondent Name:	David Klein		
Address Line 1:	75 East 55th Street		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	70131.00004		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			

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TRADEMARK

TO:DAVID KLEIN COMPANY:75 EAST 55TH STREET

Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Patrick Costello
Signature:	/Patrick Costello/
Date:	03/28/2007

Total Attachments: 5
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TRADEMARK

EXECUTION COPY**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Security Agreement") effective as of January 11, 2007 is made by Aexeo Technology Limited, a limited company incorporated in Bermuda whose registered office is at Washington Mall West, 2nd Floor, 7 Reid Street, Hamilton HM11, Bermuda (the "Grantor") in favor of UBS AG, London Branch, as security agent (the "Security Agent");

WHEREAS, The Citco Group Limited, sole shareholder in the Grantor (the "Parent") entered into a Senior Facilities Agreement dated as of August 3, 2006 (as amended and restated from time to time, the "Senior Facilities Agreement");

WHEREAS, the Parent entered into a PIK Facility Agreement dated as of August 3, 2006 (as amended and restated from time to time, the "PIK Facility Agreement");

WHEREAS, the Parent entered into a Priority Agreement dated as of August 3, 2006 (as amended and restated, the "Priority Agreement") and together with the Senior Facilities Agreement and the PIK Facility Agreement, collectively, the "Loan Agreements";

WHEREAS, in connection with the Loan Agreements, the Grantor executed and delivered that certain Deed of Pledge dated January 11, 2007 made by the Grantor to the Security Agent (the "Deed") and together with the Loan Agreements, the "Financing Documents"). Terms defined in the Financing Documents and not otherwise defined herein are used herein as defined in the Financing Documents);

WHEREAS, under the terms of the Deed, the Grantor has granted a security interest in, among other property, certain intellectual property of the Grantor to the Security Agent for and on behalf of certain secured parties under the Financing Documents; and

WHEREAS, the Grantor and the Security Agent desire to enter into this Security Agreement for recording such security interest over certain intellectual property with the U.S. Patent and Trademark Office and other governmental authorities.

NOW, THEREFORE, for the consideration set forth in the Financing Documents, 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 and on behalf of certain secured parties under the Financing Documents a security interest in and to all of such Grantor's right, title and interest in and to the trademarks and service marks and the registrations and applications thereto set forth in Schedule A hereto (the "Trademarks").

SECTION 2. Security for Obligations. The grant of a security interest in the Trademarks by the Grantor under this Security Agreement secures the payment of all obligations

of the Obligors now or hereafter existing under or in respect of the Financing 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, and is not intended to create a security interest in the collateral beyond the security interest created in connection with the Financing Documents.

SECTION 3. Recordation. The Grantor authorizes and requests that all applicable government agencies or offices record this Security Agreement.

SECTION 4. Execution in Counterparts. This 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 Security Agreement has been entered into in conjunction with the provisions of the Financing Documents. 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 Trademarks are more fully set forth in the Financing Documents, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This Security Agreement shall be governed by, and construed in accordance with, the laws of the Netherlands Antilles.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

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

UBS AG, London Branch

By *Luke H. Jaggar*

Name: Luke Jaggar

Title: Executive Director & Legal Counsel

Address for Notices: 1 Finsbury Avenue

M. Klöckner

Marcus Klöckner
Director
Transactions Legal

1 Finsbury Avenue
London EC2M 2PP
Great Britain
Attention: Judith Campbell

AEXEO TECHNOLOGY LIMITED

By _____

Name:

Title:

Address for Notices:

Washington Mall West
2nd Floor, 7 Reid Street
Hamilton HM11
Bermuda
Attention: Brian Francoeur

[Signature Page to Security Agreement]

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

UBS AG, London Branch

By _____

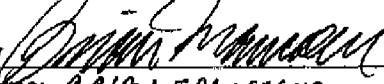
Name:

Title:

Address for Notices:

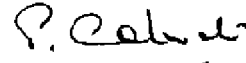
1 Finsbury Avenue
London EC2M 2PP
Great Britain
Attention: Judith Campbell

AEXEO TECHNOLOGY LIMITED

By 

Name: BRIAN FRANCOEUR

Title: DIRECTOR



PATRICIA COLMET
SECRETARY

Address for Notices:

Washington Mall West
2nd Floor, 7 Reid Street
Hamilton HM11
Bermuda
Attention: Brian Francoeur

[Signature Page to Security Agreement]

SCHEDULE A

Trademarks

<u>Country</u>	<u>Mark</u>	<u>Registration Number</u>
Australia	AEXEO Technology	940395
Benelux	AEXEO Technology	1025419
Bermuda	AEXEO Technology	34994
Canada	AEXEO Technology	1,204,231
Cayman Islands	AEXEO Technology	2321312
CTM	AEXEO Technology	3066511
Ireland	AEXEO Technology	226479
Netherlands Antilles	AEXEO Technology	9556
United Kingdom	AEXEO Technology	232132
United States	AEXEO Technology & Design	2861375
United States	AEXEO Technology	2861367
British Virgin Islands	AEXEO Technology	232132

Schedule A-1

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TRADEMARK

REEL: 003511 FRAME: 0919

TO: DAVID KLEIN COMPANY: 75 EAST 55TH STREET

EXECUTION COPY

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Security Agreement") effective as of January 11, 2007 is made by Aexon Technology Limited, a limited company incorporated in Bermuda whose registered office is at Washington Mall West, 2nd Floor, 7 Reid Street, Hamilton HM11, Bermuda (the "Grantor") in favor of UBS AG, London Branch, as security agent (the "Security Agent"):

WHEREAS, The Citco Group Limited, sole shareholder in the Grantor (the "Parent") entered into a Senior Facilities Agreement dated as of August 3, 2006 (as amended and restated from time to time, the "Senior Facilities Agreement");

WHEREAS, the Parent entered into a PIK Facility Agreement dated as of August 3, 2006 (as amended and restated from time to time, the "PIK Facility Agreement");

WHEREAS, the Parent entered into a Priority Agreement dated as of August 3, 2006 (as amended and restated, the "Priority Agreement") and together with the Senior Facilities Agreement and the PIK Facility Agreement, collectively, the "Loan Agreement");

WHEREAS, in connection with the Loan Agreement, the Grantor executed and delivered that certain Deed of Pledge dated January 11, 2007 made by the Grantor to the Security Agent (the "Deed") and together with the Loan Agreement, the "Financing Documents"). Terms defined in the Financing Documents and not otherwise defined herein are used herein as defined in the Financing Documents);

WHEREAS, under the terms of the Deed, the Grantor has granted a security interest in, among other property, certain intellectual property of the Grantor to the Security Agent for and on behalf of certain secured parties under the Financing Documents; and

WHEREAS, the Grantor and the Security Agent desire to enter into this Security Agreement for recording such security interest over certain intellectual property with the U.S. Patent and Trademark Office and other governmental authorities.

NOW, THEREFORE, for the consideration set forth in the Financing Documents, 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 and on behalf of certain secured parties under the Financing Documents a security interest in and to all of such Grantor's right, title and interest in and to the trademarks and service marks and the registrations and applications thereto set forth in Schedule A hereto (the "Trademarks").

SECTION 2. Security for Obligations. The grant of a security interest in the Trademarks by the Grantor under this Security Agreement secures the payment of all obligations

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TRADEMARK

TO: DAVID KLEIN COMPANY: 75 EAST 55TH STREET

of the Obligor now or hereafter existing under or in respect of the Financing 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, and is not intended to create a security interest in the collateral beyond the security interest created in connection with the Financing Documents.

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SECTION 5. Grants, Rights and Remedies. This Security Agreement has been entered into in conjunction with the provisions of the Financing Documents. 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 Trademarks are more fully set forth in the Financing Documents, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This Security Agreement shall be governed by, and construed in accordance with, the laws of the Netherlands Antilles.

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TO: DAVID KLEIN COMPANY: 75 EAST 55TH STREET

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

UBS AG, London Branch
By: *[Signature]*
Name: *[Signature]*
Title: Executive Director & Legal Counsel
Address for Notices: *[Signature]*
Matthias Koblener
Director
Transactions Legal

1 Finshbury Avenue
London EC2M 2PP
Great Britain
Attention: Judith Campbell

ABXEO TECHNOLOGY LIMITED

By: _____
Name: _____
Title: _____
Address for Notices:
Washington Mall West
2nd Floor, 7 Reid Street
Hamilton HM11
Bermuda
Attention: Brian Francoeur

[Signature Page to Security Agreement]

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TRADEMARK

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TO: DAVID KLEIN COMPANY: 75 EAST 55TH STREET

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

UBS AG, London Branch

By _____
Name:
Title:

Address for Notices:

1 Finsbury Avenue
London EC2M 2PP
Great Britain
Attention: Judith Campbell

AEMEO TECHNOLOGY LIMITED

By *[Signature]*
Name: *[Signature]*
Title: *Director*

S. Calcutt
Director
53, 53, 53, 53, 53

Address for Notices:

Washington Mall West
2nd Floor, 7 Reid Street
Hamilton HM11
Bermuda
Attention: Brian Francoeur

[Signature Page to Security Agreement]

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TRADEMARK

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TO: DAVID KLEIN COMPANY: 75 EAST 55TH STREET

SCHEDULE A

Trademarks

Country	Mark	Registration Number
Australia	AEXEO Technology	940395
Bonelux	AEXEO Technology	1025419
Bermuda	AEXEO Technology	34994
Canada	AEXEO Technology	1,204,231
Cayman Islands	AEXEO Technology	2321312
CTM	AEXEO Technology	3066511
Ireland	AEXEO Technology	226479
Netherlands Antilles	AEXEO Technology	9556
United Kingdom	AEXEO Technology	252132
United States	AEXEO Technology & Design	2861375
United States	AEXEO Technology	2861367
British Virgin Islands	AEXEO Technology	232132

Schedule A-1

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TRADEMARK