



09-10-2008

S. DEPARTMENT OF COMMERCE
States Patent and Trademark Office

Form PTO-1594 (Rev. 08/08)
OMB Collection 0651-0027 (exp. 9/30/2008)



RECO
TR

103524049

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

9-5-08

1. Name of conveying party(ies):

Ai Metrix, Inc.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Keybank National Association, as admin. agent

Internal

Address: _____

Street Address: 601-108th Avenue, 5th flr

City: Bellevue

State: WA

Country: USA Zip: 98004

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

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)

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

Execution Date(s) 08/29/2008

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other Security Agreement (SecondLien)

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

3170480; 3170447; 2241809; 2867365

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: Deborah Taylor

Internal Address: c/o Latham & Watkins LLP

Street Address: 355 South Grand Avenue

City: Los Angeles

State: CA Zip: 90071

Phone Number: 213-485-1234

Fax Number: 213-891-8763

Email Address: deborah.taylor@lw.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$115.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

09/09/2008 MJAM41 00000009 3170480

Deposit Account Number _____

Authorized User Name _____

40.00 OP
75.00 OP

9. Signature:

Deborah Taylor
Signature

September 3, 2008

Date

Deborah Taylor
Name of Person Signing

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

7

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 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003851 FRAME: 0603

TRADEMARK SECURITY AGREEMENT (SECOND LIEN)

Trademark Security Agreement (Second Lien), dated as of August 29, 2008 (as amended, restated, amended and restated, or otherwise modified, the "Trademark Security Agreement"), between each of the entities set forth on the signature pages hereto (each a "Grantor" and collectively, the "Grantors") and **KEYBANK NATIONAL ASSOCIATION**, in its capacity as administrative agent for the Secured Parties (together with any successors and assigns thereto in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Grantors are party to the Pledge and Security Agreement (Second Lien) dated as of December 31, 2007 (as amended, restated, amended and restated, or otherwise modified, the "Pledge and Security Agreement") between each of the Grantors and the other grantors party thereto and the Administrative Agent, and pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, the Grantors hereby agree with the Administrative Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein without definition shall have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Administrative Agent, for the benefit of the Secured Parties, a 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) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including, but not limited to: (i) the registrations and applications referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time), (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, "Trademarks"); and

(b) any and all agreements providing for the granting of any right in or to

Trademarks (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time) (collectively, "Trademark Licenses").

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Pledge and Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

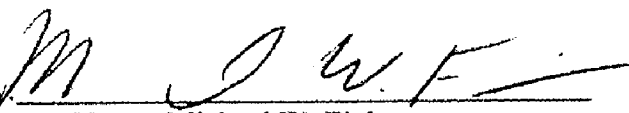
SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

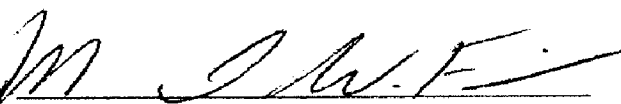
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In Witness Whereof, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

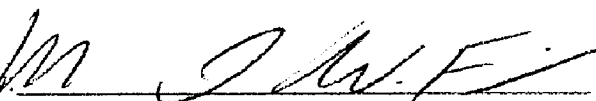
SYS, a California corporation,
as Grantor

By 
Name: Michael W. Fink
Title: Vice President, Contracts

POLEXIS, INC., a California corporation,
as Grantor

By 
Name: Michael W. Fink
Title: Vice President, Contracts

AI METRIX, INC., a Delaware corporation,
as Grantor

By 
Name: Michael W. Fink
Title: Vice President, Contracts

Trademark Security Agreement (Second Lien)

TRADEMARK
REEL: 003851 FRAME: 0606

Accepted and Agreed:

KEYBANK NATIONAL ASSOCIATION,
as Administrative Agent

By: 

Name:

Raed Y. Alfayoumi

Title:

Vice President

Trademark Security Agreement (Second Lien)

TRADEMARK
REEL: 003851 FRAME: 0607

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Trademark Registrations

Grantor	Description of Trademark	Registration Number	Registration Date
SYS	SENSORWORX (trademark)	3158527	October 17, 2006
SYS	VIGILYS (trademark)	2919772	January 18, 2005
SYS	BATTGUARD (trademark. service mark)	2944754	April 26, 2005
SYS	GRAVITON (trademark. service mark)	2773907	October 14, 2003
SYS	SKYVIEW (trademark)	2623499	September 24, 2002
SYS	SKYRAMP (trademark)	2620017	September 17, 2002
SYS	SKYHOPPER (trademark)	2620016	September 17, 2002
SYS	SKYCENTER (trademark)	2627451	October 1, 2002
SYS	SKYVIEW (service mark)	2620015	September 17, 2002
SYS	SKYBEAM (trademark)	2616960	September 10, 2002
SYS	XSILOGY (trademark)	2540949	February 19, 2002
SYS	XSILOGY (service mark)	2540948	February 19, 2002
SYS	LOGIC INNOVATIONS (trademark) (assignment from Logic Innovations, Inc. to SYS in progress)	2270271	August 17, 1999
Ai Metrix, Inc.	[Star Design]	3170480	November 14, 2006

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TRADEMARK
REEL: 003851 FRAME: 0608

Ai Metrix, Inc.	NEURALSTAR (trademark)	3170447	November 14, 2006
Ai Metrix, Inc.	AIMETRIX NEURALSTAR (trademark)	2241809	April 27, 1999
Ai Metrix, Inc.	DOPPLER VUE (trademark)	2867365	July 24, 2004
Polexis, Inc.	POLEXIS (service mark)	2601223	July 30, 2002
Polexis, Inc.	XIS (trademark)	2799060	December 23, 2003

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