

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SX Holdings L.L.C.		08/14/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	P.O. Box 2558		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77252		
Entity Type:	National Banking Association:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77188952	SOLAR EXPRESS	
Serial Number:	77188956	SX SOLAR EXPRESS	
Serial Number:	77188970	SOLAR EXPRESS SX	
Serial Number:	77188975	SX	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 455-7976		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Mindy M. Lok, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509265/1410		

OP \$115.00 77188952

NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	11/11/2008
Total Attachments: 7 source=SXHoITSI#page1.tif source=SXHoITSI#page2.tif source=SXHoITSI#page3.tif source=SXHoITSI#page4.tif source=SXHoITSI#page5.tif source=SXHoITSI#page6.tif source=SXHoITSI#page7.tif	

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of August 14, 2008 [same as effective date of Credit Agreement] is made by SX Holdings L.L.C., a Delaware limited liability company, located at 35 Hub Drive, Melville, NY 11747 (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of August 14, 2008 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among VSP Holding Company, Inc., a Delaware corporation and parent of the Grantor, and Altair Holding Company, a California corporation (together with VSP Holding Company, Inc., the "Borrowers"), the Lenders, the Agent, [name of Documentation Agent], as Documentation Agent, and [name of Syndication Agent], as Syndication Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrowers, the Grantor and certain other subsidiaries of the Borrowers have executed and delivered a Guarantee and Collateral Agreement, dated as of August 14, 2008, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and

convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

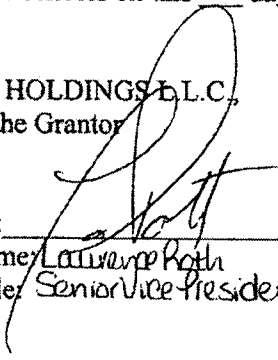
SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this _____ day of August, 2008.

SX HOLDINGS L.L.C.,
as the Grantor

By: 
Name: Lawrence Roth
Title: Senior Vice President

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: _____
Name:
Title:

TRADEMARK GRANT OF SI SIGNATURE PAGE- SX HOLDINGS L.L.C.

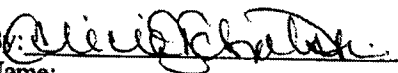
TRADEMARK
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this ___ day of August, 2008.

SX HOLDINGS L.L.C.,
as the Grantor

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name:
Title: **ALICIA T. SCHREIBSTEIN**
VICE PRESIDENT

TRADEMARK GRANT OF SI SIGNATURE PAGE- SX HOLDINGS L.L.C.

TRADEMARK
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ACKNOWLEDGMENT OF GRANTOR

STATE OF New York)
) ss
COUNTY OF Suffolk)

On the 12th day of August, 2008, before me personally came Lawrence Roth, who is personally known to me to be the Senior Vice President of SX Holdings L.L.C., a Delaware limited liability company; who, being duly sworn, did depose and say that she/he is the Senior Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

JACQUELINE P. STRAEHLE
Notary Public, State of New York
Registration #01ST6062854
Qualified In Nassau County
Commission Expires Nov. 4, 2010

Jacqueline P. Strahle
Notary Public

(PLACE STAMP AND SEAL ABOVE)

TRADEMARK GRANT OF SI SIGNATURE PAGE- SX HOLDINGS L.L.C.

TRADEMARK
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ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF New York)
) ss
COUNTY OF Nassau)

On the 16th day of September, 2008, before me personally came Alicia Schrebersky who is personally known to me to be the Vice President of JPMORGAN CHASE BANK, N.A.; who, being duly sworn, did depose and say that she/he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

JOHN K. BUDZYMSKI
Notary Public, State of New York
No. 01BU4982433
Qualified in Nassau County
Commission Expires June 03, 2011

(PLACE STAMP AND SEAL ABOVE)

TRADEMARK GRANT OF SI SIGNATURE PAGE- SX HOLDINGS L.L.C.

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Trademark or Trademark Application</u>	<u>Registration or Serial Number</u>
SOLAR EXPRESS	77/188,952
SX SOLAR EXPRESS	77/188,956
SOLAR EXPRESS SX	77/188,970
SX	77/188,975

509265-1410-10636-NY02.2678732.2

11/07/2008 11:54 AM

RECORDED: 11/11/2008

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