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	demarks: Please record the attached original documents or copy thereof.
Name of conveying party(ies):	2. Name and address of receiving party(ies)
IP HOLDINGS LLC	Name: WILMINGTON TRUST COMPANY
103 Foulk Road	
Wilmington, Delaware 19803	Internal Address: Rodney Square North
Additional name(s) of conveying party(ies) attached? Yes	✓ No
3. Nature of conveyance:	
Assignment Merger	
	Street Address: 1100 North Market Street
Security Agreement Change of N	
Other	
	City: Wilmington State: DE Zip: 19890
July 1, 2005	
July 1, 2005 Execution Date:	Additional name(s) & address(es) attached? Yes V No
4. Application number(s) or patent number(s):	
	ew application, the execution date of the application is:
·	l = = D460 852
A. Patent Application No.(s)	D, Falent 140.(5)
	umbers attached? Yes V No
Name and address of party to whom correspond concerning document should be mailed:	
Name: Lackenbach Siegel, LLP	7. Total fee (37 CFR 3.41)\$40.00
Name: Lackenbach Siegel Building Internal Address:	
internal Address:	
	Authorized to be charged to deposit account
<u>'</u>	-
	8. Deposit account number:
Street Address: One Chase Road	
	10-0100 (additional fees only, Lackenbach Slegel, LLP)
City: Scarsdale State: NY Zip: 10583	
DO N	OT USE THIS SPACE
9. Signature.	
1	- 10
	LAHT
ROBERT M. BAUER, Reg. No. 34,487	September 29, 2005
Name of Person Signing	Signature Date
Total number of pages Inclu	uding cover sheet, attachments, and documents:

Mail documents to be recorded with required cover sheet information to: Commissioner of Patente & Trademerks, Box Assignments Washington, D.C. 20231

> PATENT REEL: 016844 FRAME: 0544

Execution Copy

SECOND AMENDED AND RESTATED PATENT SECURITY AGREEMENT

This Second Amended and Restated Patent Security Agreement (this "Agreement") is made between IP Holdings LLC, a Delaware limited liability company, having a place of business at 103 Foulk Road, Wilmington, Delaware 19803 ("Grantor") and Wilmington Trust Company, a Delaware banking corporation having a place of business at Rodney Square North, 1100 North Market Street, Wilmington, Delaware 19890 ("Secured Party");

WHEREAS, Grantor is the owner of U.S. Patent No. D460,852 (the "Patent"); and

WHEREAS, Grantor is obligated to Secured Party under the terms of a certain Second Amended and Restated Indenture, dated as of July 1, 2005, between Grantor and Secured Party (the "Second Amended and Restated Indenture"), which amends and restates in its entirety the Amended and Restated Indenture, dated as of April 1, 2004, between Grantor and Secured Party, which amended and restated in its entirety the Indenture, dated as of August 20, 2002, by and between the Grantor and the Secured Party;

WHEREAS, this Agreement amends and restates in its entirety the Amended and Restated Patent Security Agreement, dated as of April 1, 2004, by and between the Grantor and the Secured Party, and recorded in the U.S. Patent and Trademark Office on April 9, 2004, at Reel 015190, Frame 0932, which amended and restated in its entirety the Patent Security Agreement, dated as of August 20, 2002, by and between the Grantor and the Secured Party, and recorded in the U.S. Patent and Trademark Office on August 8, 2002, at Reel 013211, Frame 0878.

NOW THEREFORE, pursuant to the Second Amended and Restated Indenture and in order to induce the Secured Party to enter into the Second Amended and Restated Indenture, Grantor does hereby grant Secured Party a security interest in all Grantor's right, title and interest in and to: (i) the Patent; (ii) all income, royalties, damages and payments now due or payable or which hereafter become due or payable in respect to thereto; (iii) all causes of action (in law or equity) and rights to sue, counterclaim and/or recover for past, present or future infringement of thereof; and (iv) all rights corresponding to the foregoing throughout the world.

Grantor hereby agrees to execute all papers and to perform all other proper acts requested by Secured Party or its successors or assigns to secure to Secured Party or its successors or assigns the rights hereby transferred.

Grantor does hereby acknowledge and affirm that the rights and remedies of Secured Party with respect to the foregoing security interest in the Patent made and granted hereby are more fully set forth in the Second Amended and Restated Indenture, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein, and that this document is subject to the terms and conditions of the Second Amended and Restated Indenture.

- I -

[SECOND AMENDED AND RESTATED PATENT SECURITY AGREEMENT]

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Notwithstanding anything contained herein to the contrary, it is expressly understood and agreed by the parties hereto that (a) this Agreement is executed and delivered by Wilmington Trust Company, not individually or personally but solely as Trustee (the "Trustee"), in the exercise of the powers and authority conferred and vested in it under the Second Amended and Restated Indenture, (b) each of the representations, undertakings and agreements herein made on the part of the Trustee is made and intended not as personal representations, undertakings and agreements by Wilmington Trust Company but is made and intended for the purpose for binding only the Assets and (c) under no circumstances shall Wilmington Trust Company be personally liable for the payment of any indebtedness or expenses of the Trustee or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by the Trustee under this Agreement or the other related documents.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Second Amended and Restated Patent Security Agreement as of July \perp , 2005

IP HOLDINGS LLC
By: IP Holdings and Management Corporation its Manager
Name: WARREN CLAMEN Title: PRESIDENT
STATE OF Veryork SS:
Before me, the undersigned, a Notary Public of the State of Lew Jolk personally appeared have having been sworn by me according to law did depose and say he was the less of IP Holdings and Management Corporation, the manager of IP Holdings LLC (the "Grantor") and did acknowledge the execution of the foregoing Second Amended and Restated Patent Security Agreement on behalf of said Grantor.
WITNESS my hand and notarial seal this ZEA day of July, 2005. WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Trustee
By: Notary Public, State of New York No. 324 7 Set 2 Qualified in Building on Building County Certificate Field in New York County Commission Explores 6/33/07 Name: Title:
STATE OF } ss:
COUNTY OF }
Before me, the undersigned, a Notary Public of the State of, personally appeared, having been sworn by me according to law did depose and say he was the of (the "Secured Party") and did acknowledge the execution of the foregoing Second Amended and Restated Patent Security Agreement on behalf of said Secured Party.
WITNESS my hand and notarial seal this day of, 2005.

[SECOND AMENDED AND RESTATED PATENT SECURITY AGREEMENT]

NYCDMS/443069

IN WITNESS WHEREOF, the undersigned have executed this Second Amended and Restated Patent Security Agreement as of July 1, 2005
IP HOLDINGS LLC
By: IP Holdings and Management Corporation its Manager
Name: Title:
STATE OF } ; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ;
Before me, the undersigned, a Notary Public of the State of, personally appeared, having been sworn by me according to law did depose and say he was the of IP Holdings and Management Corporation, the manager of IP Holdings LLC (the "Grantor") and did acknowledge the execution of the foregoing Second Amended and Restated Patent Security Agreement on behalf of said Grantor.
WITNESS my hand and notarial seal this day of, 2005. WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Trustee By: Tracy M. McLamb Title Senior Financial Services Officer
STATE OF DELAWARE }
Before me, the undersigned, a Notary Public of the State of DELAWARE, personally appeared having been sworn by me according to law did depose and say he was the Sr. FSO of WTC (the "Secured Party") and did acknowledge the execution of the foregoing Second Amended and Restated Patent Security Agreement on behalf of said Secured Party.
WITNESS my hand and notarial seal this 21 day of July, 2005.
Kumbanly E. Janlhoch -
[SECOND AMENDED AND RESTATED PATENT SECURITY AGREEMENT]

NYCDMS/443069

RECORDED: 09/29/2005

KIMBERLY ELIZABETH FAULHABER Notary Public - State of Delaware My Comm. Expires April 9, 2007

PATENT

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