

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.

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[SECOND AMENDED AND RESTATED PATENT SECURITY AGREEMENT]

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PATENT
REEL: 016844 FRAME: 0545

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]

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[SECOND AMENDED AND RESTATED PATENT SECURITY AGREEMENT]

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PATENT
REEL: 016844 FRAME: 0546

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

By: 

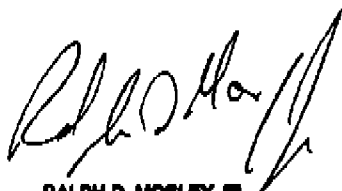
Name: WARREN CLAMEN
Title: PRESIDENT

STATE OF New York)
COUNTY OF New York) ss:

Before me, the undersigned, a Notary Public of the State of New York personally appeared Warren Clamen, having been sworn by me according to law did depose and say he was the President 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 22nd day of July, 2005.

WILMINGTON TRUST COMPANY,
not in its individual capacity but solely as Trustee


RALPH D. MOSLEY JR.
Notary Public, State of New York
No. 52-479627
Qualified in Suffolk County
Certificate Filed in New York County
Commission Expires 6/23/07

By: _____
Name:
Title:

STATE OF _____)
COUNTY OF _____) ss:

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]

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