

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, IAP Worldwide Services, Inc., formerly known as International American Products, Inc., a Delaware Corporation (the "Grantor") with principal offices at 413 Western Lane, Irmo, SC 29063-9071, hereby grants to Deutsche Bank Trust Company Americas, as Collateral Agent, with principal offices at 60 Wall Street New York, New York 10005 (the "Grantee"), a continuing second priority security interest in (i) all of the Grantor's right, title and interest in, to and under to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Second-Lien Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Second-Lien Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of March 30, 2005 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the

Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

30th day of March, 2005.

IAP WORLDWIDE SERVICES, INC., as Grantor

By David Myers
Name: DAVID MYERS
Title: CHAIRMAN

Trademark Grant

TRADEMARK
REEL: 003148 FRAME: 0756

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

On this 30th day of March, 2005, before me personally came David
Myers who, being by me duly sworn, did state as follows: that [s]he is
Chairman of IAP Worldwide Services, Inc. that [s]he is authorized to execute the
foregoing Grant on behalf of said corporation and that [s]he did so by authority of the Board of
Directors of said corporation.



Notary Public

KATHLEEN MON
Notary Public, State of New York
No. 01MO6116060
Qualified in New York County
Commission Expires Sept. 20, 2008

Trademark Grant

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Collateral Agent
and Grantee

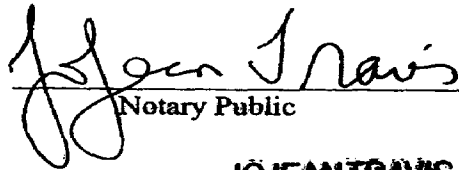
By 
Name: **Susan LeFevre**
Title: **Director**

By 
Name: **Omayra Laucella**
Title: **Vice President**

Trademark Grant

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 28th day of March, 2005, before me personally came Susan LeFevre and Omayra Laucella who, being by me duly sworn, did state as follows: that they are Director and Vice President of Deutsche Bank Trust Company Americas, that they are authorized to execute the foregoing Grant on behalf of said corporation and that they did so by authority of the Board of Directors of said corporation.


Notary Public

JOJEAN TRAVIS
Registration No. 01TR5013241
New York County
July 15, 2007

Trademark Grant

SCHEDULE A

MARK

REG. NO.

REG. DATE

IAP
IAP Worldwide Services

Serial No. 76-564890
Serial No. 76-564891

Pending
Pending