

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Scott Sign Systems, Inc.		10/17/2003	CORPORATION: FLORIDA

RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	New York Banking Corporation:

PROPERTY NUMBERS Total: 6		
Property Type	Number	Word Mark
Serial Number:	75151402	SCOTT SIGNS
Serial Number:	75149311	SCOTTSIGNS
Registration Number:	1792642	BRILLETTERS
Registration Number:	1934486	BRAILLDOTS
Registration Number:	1825153	EZE-MOUNT
Registration Number:	2344397	BRAILLPLAQUES

CORRESPONDENCE DATA	
Fax Number:	(212)455-2502
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(212)455-2276
Email:	KSolomon@stblaw.com
Correspondent Name:	Alison J. Winick, Esq.
Address Line 1:	Simpson Thacher & Bartlett LLP
Address Line 2:	425 Lexington Avenue
Address Line 4:	New York, NEW YORK 10017

NAME OF SUBMITTER:	Kimberly Solomon
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OP \$165.00 75151402

Total Attachments: 7

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of October ~~17~~, 2003 is made by Scott Sign Systems, Inc., a Florida corporation (the "Obligor"), in favor of JP Morgan Chase Bank (formerly known as The Chase Manhattan Bank), a New York banking corporation, as Administrative Agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement, dated as of May 11, 1999 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Identity Group, Inc., a Tennessee corporation (the "Company"), the Lenders, the Administrative Agent, and the other agents parties thereto.

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 Company upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, Obligor executed and delivered a Guarantee and Collateral Agreement, dated as of May 11, 1999 (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to Schedule 6 to the Security Agreement, Obligor pledged and granted to the Administrative Agent for the benefit of the Administrative Agent and the Lenders a continuing security interest in the Intellectual Property, which includes (as set forth in Section 3 of the Security Agreement) all Intellectual Property "now owned or at any time hereafter acquired by such Obligor (as defined in the preamble to the Security Agreement) or in which such Obligor now has or at any time in the future may acquire any right, title or interest";

WHEREAS, after execution of the Credit Agreement, additional Trademarks (as set forth on Schedule A) have been acquired by Obligor; and

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

NOW THEREFORE, for good and valuable consideration (including that set forth in the Credit Agreement), the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Company pursuant to the Credit Agreement, Obligor agrees, for the benefit of the Administrative 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 Security Agreement.

SECTION 2. Grant of Security Interest. Obligor hereby pledges and grants a continuing security interest in the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Administrative Agent for the benefit of the Administrative Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by Obligor 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 Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders there under) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Obligor 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 Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SCOTT SIGN SYSTEMS, Inc., a Florida corporation

By: *D. Stephen Crider*
Name: *D. Stephen Crider*
Title: *VP + CEO - Identity Group, Inc*

JP Morgan Chase Bank (formerly known as THE CHASE MANHATTAN BANK) as Administrative Agent for the Lenders

By: _____
Name:
Title:

STATE OF Tennessee)
) ss
COUNTY OF Putnam)

On the 17 day of October, 2003, before me personally came D. Stephen Pinder, who is personally known to me to be the VP & CFO of Scott Sign Systems, Inc., a Florida corporation; who, being duly sworn, did depose and say that he is the VP & CFO in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.

Sharon J. Cote
Notary Public

Expires 4-19-05

(PLACE STAMP AND SEAL ABOVE)

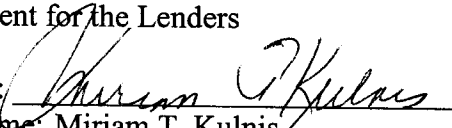
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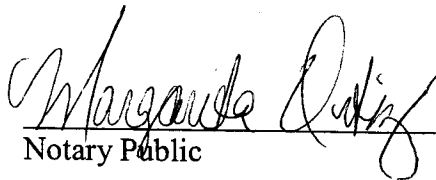
By: _____
Name:
Title:

JP Morgan Chase Bank (formerly known as THE CHASE MANHATTAN BANK) as Administrative Agent for the Lenders

By: 
Name: Miriam T. Kulnis
Title: Vice President

STATE OF New York)
COUNTY OF New York)^{ss}

On the 9th day of October, 2003, before me personally came Miriam T. Kulnis, who is personally known to me to be the Vice President of JP Morgan Chase (formerly known as THE CHASE MANHATTAN BANK), a New York banking corporation; who, being duly sworn, did depose and say that she/he is the Vice President in such corporation, the corporation described herein 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

(PLACE STAMP AND SEAL ABOVE)

MARGARITA ORTIZ
Notary Public State of New York
Registration #01OR6041062
Qualified in Queens County
My Commission Expires May 1, 2006

SCHEDULE A

<u>U.S. Trademark Applications</u>	<u>App. No.</u>
SCOTT SIGNS	75/151,402
SCOTTSIGNS	75/149,311

<u>U.S. Trademark Registrations</u>	<u>Reg. No.</u>
BRAILLETTERS	1,792,642
BRAILLDOTS	1,934,486
EZE-MOUNT	1,825,153
BRAILLPLAQUES	2,344,397