

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Tug Technologies Corporation		04/13/2005	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ableco Finance LLC, as collateral agent		
<b>Street Address:</b>	299 Park Avenue		
<b>Internal Address:</b>	23rd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10171		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2382321	TUG-SHOP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)593-5955		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(212) 756-2586		
<b>Email:</b>	santo.manna@srz.com		
<b>Correspondent Name:</b>	Santo Manna, Esq. 014951/0623		
<b>Address Line 1:</b>	Schulte Roth & Zabel LLP		
<b>Address Line 2:</b>	919 Third Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>NAME OF SUBMITTER:</b>	Santo Manna		
<b>Signature:</b>	/beb for SM/		
<b>Date:</b>	04/20/2005		

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Total Attachments: 4  
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SECURITY INTEREST IN

TRADEMARKS

WHEREAS, Tug Technologies Corporation (the "Grantor") has adopted, used and is using, and holds all right, title and interest in and to, including the goodwill thereof, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Security Agreement, dated April 13, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of Ableco Finance LLC, a Delaware limited liability company, as collateral agent for the Agents, the Lenders and the L/C Issuer (as each such term is defined in the Security Agreement) (in such capacity, together with any successors and assigns, the "Secured Party");

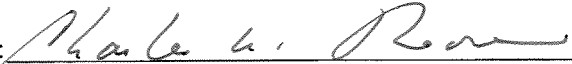
WHEREAS, pursuant to the Security Agreement, the Grantor has assigned to the Secured Party and granted to the Secured Party for the benefit of the Agents, the Lenders and the L/C Issuer a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Secured Party for the benefit of the Agents, the Lenders and the L/C Issuer a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of April 13, 2005.

TUG TECHNOLOGIES CORPORATION

By:   
Name: Charles Moore  
Title: Vice President

Security Interest in Trademarks  
Signature Page

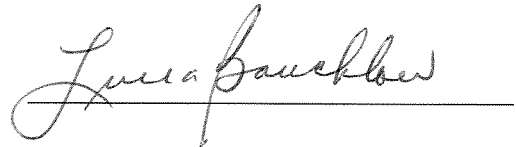
TRADEMARK  
REEL: 003070 FRAME: 0101

STATE OF NEW YORK

ss.:

COUNTY OF NEW YORK

On this 13<sup>th</sup> day of April, 2005, before me personally came Charles Moore, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is a Vice President of Tug Technologies Corporation, a Delaware corporation, and that he executed the foregoing instrument in the firm name of Tug Technologies Corporation and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



LUCIA BARCKLOW  
Notary Public, State of New York  
No. 4837284  
Qualified in Nassau County  
Certificate Filed in New York County  
Commission Expires Nov. 30, 10 2005

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**TRADEMARK**  
**REEL: 003070 FRAME: 0102**

SCHEDULE 1A TO SECURITY INTEREST IN TRADEMARKS

U.S. TRADEMARK REGISTRATIONS/APPLICATIONS

<b>TRADEMARK</b>	<b>REG. NO.</b>	<b>REG. DATE</b>	<b>STATUS</b>
TUG-SHOP	2,382,321	9/5/00	Registered