

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
ARC Industries, LLC		11/09/2005	LIMITED LIABILITY COMPANY: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Triangle Mezzanine Fund, LLLP		
<b>Street Address:</b>	3600 Glenwood Ave, Suite 104		
<b>City:</b>	Raleigh		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27612		
<b>Entity Type:</b>	limited liability limited partnership: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75020975	HAZ-MAT CONSOLIDATING HAZARDOUS MATERIAL TRANSPORTATION AND DISPOSAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)701-7711		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-701-7237		
<b>Email:</b>	cdore@mayerbrownrowe.com		
<b>Correspondent Name:</b>	Christopher Dore		
<b>Address Line 1:</b>	71 South Wacker Drive		
<b>Address Line 2:</b>	Mayer Brown Rowe & Maw LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606-4637		
<b>NAME OF SUBMITTER:</b>	Christoher Dore		
<b>Signature:</b>	/Christopher Dore/		

OP \$40.00 75020975

Date:

01/17/2006

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "Agreement") dated November 9, 2005, is between Triangle Mezzanine Fund, LLLP ("Lender") and ARC Industries, LLC ("Grantor").

### RECITALS

A. Lender has agreed to make advances to Grantor as described in that certain Loan and Security Agreement by and among Lender and Grantor, dated as of the date hereof (as modified, the "Loan Agreement").

B. Pursuant to the terms of the Loan Agreement, Lender will make such advances to Grantor only if Grantor grants Lender a security interest in all of Grantor's Copyrights, Trademarks, and Patents.

C. Grantor has granted to Lender a security interest in all of its right, title and interest, presently existing or later acquired to all the Collateral.

NOW THEREFORE, for good and otherwise valuable consideration, the parties hereto agree as follows (all capitalized terms used herein and not otherwise defined shall have their respective meanings as set forth in the Loan Agreement):

### AGREEMENT

Grantor grants Lender a security interest in all of its right, title and interest in its Intellectual Property (as defined in the Loan Agreement and including, without limitation, the Copyrights, Patents, and Trademarks listed on Schedules A, B, and C), and all proceeds thereof (such as license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part, but excluding any of Grantor's rights under licenses from third parties that cannot be transferred.

If any Copyright, Patent or Trademark application is made or registration issues to Grantor after the date hereof, within thirty (30) days of such application or receipt of such certificate, Grantor will deliver to Lender a copy of such application and certificate and an assignment for security in such Copyright, Patent or Trademark application or registration, in form reasonably satisfactory to Lender. In the event Grantor fails to take any action to maintain any Copyright, Patent, or Trademark of Grantor, Lender may, in Lender's sole discretion and at Grantor's sole expense, take such action as is reasonably necessary to maintain any such Copyright, Patent, or Trademark of Grantor.

This security interest is granted in conjunction with the security interest granted under the Loan Agreement. Lender's rights and remedies in the security interest are in addition to those in the Loan Agreement and the other Loan Documents, and those available in law or equity. Lender's rights, powers and interests are cumulative with every right, power or remedy provided herein. Lender's exercise of its rights, powers or remedies in this Agreement, the Loan Agreement or any other Loan Document, does not preclude the simultaneous or later exercise of any or all other right, power or remedy.

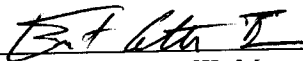
This Agreement shall be governed by the laws of the State of North Carolina, without regard for choice of law provisions.

*[Signature Page to Intellectual Property Security Agreement]*

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the year and date first written above.

**GRANTOR:**

ARC INDUSTRIES, LLC

By:   
Ernest Cutter, III, Manager

**LENDER:**

**TRIANGLE MEZZANINE FUND, LLLP**

By: TRIANGLE MEZZANINE, LLC,  
its General Partner

By: \_\_\_\_\_  
Tarlton H. Long, its Manager

*[Signature Page to Intellectual Property Security Agreement]*

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the year and date first written above.

**GRANTOR:**

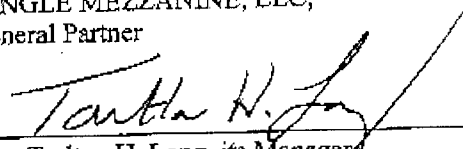
ARC INDUSTRIES, LLC

By: \_\_\_\_\_  
Ernest Cutler, III, Manager

**LENDER:**

TRIANGLE MEZZANINE FUND, LLLP

By: TRIANGLE MEZZANINE, LLC,  
its General Partner

By:   
Tarlton H. Long, its Manager

**EXHIBIT A**

**Copyrights**

**None**

**EXHIBIT B**

**Trademarks**

<u>Trademark</u>	<u>Serial Number</u>
HAZ-MAT CONSOLIDATING HAZARDOUS MATERIAL TRANSPORTATION AND DISPOSAL	75020975

**EXHIBIT C**

**Patents**

**Patent No.**

**Description**

**Issue Date**

None