

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Diversity MSP, Inc.		02/16/2007	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	The Bank of New York
Street Address:	101 Barclay Street, Floor 8E
City:	New York
State/Country:	NEW YORK
Postal Code:	10286
Entity Type:	Banking Corporation: NEW YORK

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2596351	CENTRALIZED APPLICANT MANAGEMENT
Registration Number:	2438927	CHIMES
Registration Number:	2577638	CHIMES
Registration Number:	2614005	CHIMESOFT
Registration Number:	2475691	CHIMESTART
Registration Number:	2510484	CAM
Registration Number:	2577480	CHIMES
Registration Number:	2734861	CHIMESHARE
Registration Number:	2718428	CHIMESHARE
Registration Number:	2590603	CHIMESOURCE
Registration Number:	2491869	CVM
Serial Number:	77051965	CENTRALIZED APPLICANT MANAGEMENT

CORRESPONDENCE DATA

CH \$315.00 2596351

Fax Number: (212)859-4000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2128598448
Email: teas@ffhsj.com
Correspondent Name: Julie Newman, Fried Frank, et al.
Address Line 1: One New York Plaza
Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER:	31439-9 (7274)
NAME OF SUBMITTER:	Julie A. Newman
Signature:	/JAN/
Date:	04/18/2007

Total Attachments: 4
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Trademark Security Agreement

Trademark Security Agreement, dated as of February 16, 2007, by Diversity MSP, Inc., a California corporation (the "Pledgor"), in favor of The Bank of New York, a New York banking corporation, in its capacity as collateral agent pursuant to the Collateral Agency Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is a party to a Security Agreement dated November 9, 2004 herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Beneficiaries a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the full performance of the Secured Obligations, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

DIVERSITY MSP, INC.

By:

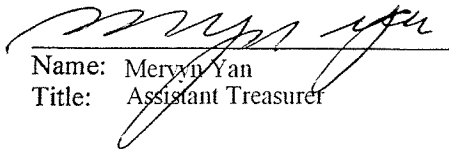

Name:

Title:

Accepted and Agreed:

THE BANK OF NEW YORK,
as Collateral Agent

By:



Name: Mervyn Yan
Title: Assistant Treasurer

[Signature Page to Trademark Security Agreement for Diversity MSP, Inc.]

TRADEMARK
REEL: 003524 FRAME: 0642

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

MARK	APPLICATION NO.	REGISTRATION NO.	LAST RECORDED OWNER	REMARKS
CENTRALIZED APPLICANT MANAGEMENT	76/264,787	2,596,351	Chimes, LLC	
CENTRALIZED APPLICANT MANAGEMENT	77/051,965	N/A	Chimes, LLC	
CHIMES 2001	75/503,499	2,438,927	Chimes, LLC	Security interest recorded in favor of CIT Group released 2/28/07
CHIMES 2002	76/128,638	2,577,638	Chimes, LLC	
CHIMES EUROPE		002512754	Chimes (UK) Limited	Registered as a Community Trade Mark (EU)
CHIMESOFT	76/086,678	2,614,005	Chimes, LLC	Security interest recorded in favor of CIT Group released 2/28/07
CHIMESTART	76/086,675	2,475,691	Chimes, LLC	Security interest recorded in favor of CIT Group released 2/28/07
CAM	76/259,136	2,510,484	Chimes, LLC	
CHIMES & DESIGN	76/091,487	2,577,480	Chimes, LLC	Security interest recorded in favor of CIT Group released 2/28/07
CHIMESHARE	78/148,738	2,734,861	Chimes, LLC	
CHIMESHARE	76/086,676	2,718,428	Chimes, LLC	Security interest recorded in favor of CIT Group released 2/28/07
CHIMESOURCE	76,086,677	2,590,603	Chimes, LLC	Security interest recorded in favor of CIT released 2/28/07
CVM	75/780,995	2,491,869	Chimes, LLC	Security interest recorded released 2/28/07