

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Washington Inventory Service, as Grantor		05/18/2007	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	CIT Lending Services Corporation, as First Lien Agent		
Street Address:	11 West 42nd Street		
Internal Address:	c/o CIT Business Group		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1828535	WIS	
Registration Number:	2459361	IA INVENTORY AUDITORS, INC.	
CORRESPONDENCE DATA			
Fax Number:	(212)836-6313		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-836-8424		
Email:	jmisher@kayescholer.com		
Correspondent Name:	Jeffrey Misher, Esq.		
Address Line 1:	425 Park Avenue		
Address Line 2:	Kaye Scholer LLP		
Address Line 4:	New York, NEW YORK 10022-3598		
ATTORNEY DOCKET NUMBER:	09711-0031		
NAME OF SUBMITTER:	Jeffrey Misher		

CH \$65.00 1828535

Signature:	/s/ Jeffrey Misher
Date:	05/25/2007
Total Attachments: 6 source=CIT_WIS_First Lien Security Agreement#page1.tif source=CIT_WIS_First Lien Security Agreement#page2.tif source=CIT_WIS_First Lien Security Agreement#page3.tif source=CIT_WIS_First Lien Security Agreement#page4.tif source=CIT_WIS_First Lien Security Agreement#page5.tif source=CIT_WIS_First Lien Security Agreement#page6.tif	

FIRST LIEN PATENT AND TRADEMARK SECURITY AGREEMENT

THIS FIRST LIEN PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of May 18, 2007, by each of the entities listed on the signature pages hereof (or that becomes a party hereto pursuant to Section 7.14 of the First Lien Pledge and Security Agreement referred to below) (each a "Grantor" and, collectively, the "Grantors"), in favor of CIT Lending Services Corporation, as agent for the Secured Parties (as defined in the First Lien Pledge and Security Agreement referred to below) (in such capacity, the "First Lien Agent").

RECITALS:

A. Pursuant to the Credit Agreement dated as of May 18, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Washington Inventory Service, a California corporation, (the "U.S. Borrower") Western Inventory Service Ltd., a corporation organized under the laws of Canada, (the "Canadian Borrower" and together with the U.S. Borrower, the "Borrowers") the Lenders at any time party thereto (the "Lenders"), CIT Lending Services Corporation, as U.S. Agent (in such capacity, the "First Lien Agent"), CIT Financial Ltd., as Canadian Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

B. All the Grantors are party to that certain First Lien Pledge and Security Agreement dated as of May 18, 2007 (the "First Lien Pledge and Security Agreement") in favor of the First Lien Agent pursuant to which the Grantors are required to execute and deliver this First Lien Patent and Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and First Lien Agent and the Canadian Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the First Lien Agent as follows:

SECTION 1. DEFINED TERMS

1.1 Unless otherwise defined herein, terms defined in the Credit Agreement or in the First Lien Pledge and Security Agreement, as the case may be, and used herein have the meaning given to them in the Credit Agreement or the First Lien Pledge and Security Agreement, as the case may be.

SECTION 2. GRANT OF SECURITY INTEREST IN PATENT AND TRADEMARK COLLATERAL

2.1 Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the First Lien Agent, for the benefit of the Secured Parties, and grants to the First Lien Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest

in, to and under the following Collateral (other than Excluded Assets) of such Grantor (the “Patent and Trademark Collateral”):

(a) all of its Patents and Patent Licenses to which it is a party, including, without limitation, those referred to on Schedule 1 hereto;

(e) all reissues, continuations or extensions of the foregoing;

(f) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future infringement or dilution of any Patent or Patent licensed under any Patent License.

and

all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule 2 hereto;

(g) all reissues, continuations or extensions of the foregoing;

(h) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(i) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

SECTION 3. FIRST LIEN PLEDGE AND SECURITY AGREEMENT

3.1 The security interest granted pursuant to this First Lien Patent and Trademark Security Agreement is granted in conjunction with the security interest granted to the First Lien Agent pursuant to the First Lien Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien Agent with respect to the security interest in the Patent and Trademark Collateral made and granted hereby are more fully set forth in the First Lien Pledge and Security Agreement, the terms, provisions and conditions of which are incorporated by reference herein as if fully set forth herein.

SECTION 4. GOVERNING LAW

4.1 THIS FIRST LIEN PATENT AND TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

* * *

[Signature Pages Follow]

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

Very truly yours,

**WASHINGTON INVENTORY
SERVICE, as Grantor**

By Thomas C. [<]
Name: THOMAS ~~W~~ COMPOGIANNIS
Title: SECRETARY

ACCEPTED AND AGREED
as of the date first above written:

CIT LENDING SERVICES CORPORATION,
as First Lien Agent

By: Mindy Naylor
Name: *Mindy Naylor*
Title: *VP*

**SCHEDULE 1
TO
FIRST LIEN PATENT AND TRADEMARK SECURITY AGREEMENT
PATENTS**

GRANTOR	U.S. PATENT APPLICATION	APPLICATION NUMBER AND DATE FILED
Washington Inventory Service	"System and Method for Processor-Based Inventory Data Collection and Validation."	U.S. Patent Application number 10/932,472 Filed September 1, 2004,
Washington Inventory Service	"Software Application for Inventory Data Collection, Validation and Consolidation"	U.S. Patent Application number 10/981,257 Filed November 3, 2004,
Washington Inventory Service	"System and Method for Processor-Based Inventory Data Collection and Validation with Internal Integrated Scanner."	U.S. Patent Application number 11/434,328 Filed May 15, 2006,
Washington Inventory Service	"System and Method for Assigning Plurality of Locations to Individuals and Routing Individuals to Locations"	U.S. Patent Application number 11/090,084 Filed March 25, 2005,

**SCHEDULE 2
TO
FIRST LIEN TRADEMARK AND PATENT SECURITY AGREEMENT**

TRADEMARKS

GRANTOR	U.S. TRADEMARK	REGISTRATION NUMBER
Washington Inventory Service	WIS (and Design). Design plus words (a logo). This is a service mark registered in Class 35 for inventory services.	1,828,535
Washington Inventory Service	IA INVENTORY AUDITORS, INC (and Design). Design plus words (a logo). This is a service mark registered in Class 35 for inventory auditing services provided for wholesale and retail businesses of all types.	2459361