

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
REMX, Inc.		07/12/2007	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BNP Paribas		
Street Address:	787 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	CORPORATION: FRANCE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3080863	REMX VERIFY	
Registration Number:	2443159	REMX TECHNOLOGY GROUP	
Registration Number:	2520583	REMX	
CORRESPONDENCE DATA			
Fax Number:	(949)720-0182		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(949) 224-6282		
Email:	trademark@buchalter.com		
Correspondent Name:	Sandra P. Thompson		
Address Line 1:	18400 Von Karman Avenue, Suite 800		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	U5087-0001		
NAME OF SUBMITTER:	Sandra P. Thompson		
Signature:	/Sandra P. Thompson/		

CH 3080863 \$90.00

Date:

07/20/2007

Total Attachments: 5

source=Second Lien TMK SA for REMX#page1.tif

source=Second Lien TMK SA for REMX#page2.tif

source=Second Lien TMK SA for REMX#page3.tif

source=Second Lien TMK SA for REMX#page4.tif

source=Second Lien TMK SA for REMX#page5.tif

SECOND LIEN TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of July 12, 2007, by REMX, INC., a California corporation (“**Grantor**”), in favor of BNP PARIBAS, in its capacity as collateral agent pursuant to the Second Lien Credit Agreement (in such capacity, the “**Collateral Agent**”).

WITNESSETH:

Whereas, the Grantor is party to a Second Lien Pledge and Security Agreement of even date herewith (the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

Now, Therefore, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Second Lien Credit Agreement, the Grantor 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 Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all Trademarks of the Grantor listed on Schedule I attached hereto.

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 Grantor 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 unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge and deliver to the Grantor 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.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

SECTION 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

{Signature Page follows}

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

REMX, INC.

By: 

Name: Jeff Mitchell

Title: Secretary

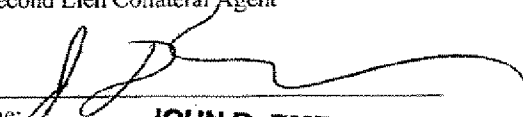
S-1

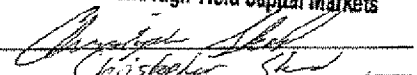
Second Lien Trademark Security Agreement

TRADEMARK
REEL: 003596 FRAME: 0845

Accepted and Agreed:

BNP PARIBAS,
as Second Lien Collateral Agent

By: 
Name: JOHN D. EMERY
Title: Director
Loan and High Yield Capital Markets

By: 
Name: Christopher
Title: President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

Grantor	Mark	Reg. No.	Reg. Date
RemX, Inc.	REMX VERIFY	3,080,863	April 11, 2006:
RemX, Inc.	REMX TECHNOLOGY GROUP	2,443,159	April 10, 2001
RemX, Inc.	REMX	2,520,583	December 18, 2001

Trademark Applications:

None.