

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
VSA Acquisition Co., Inc.	FORMERLY VSA Partners, Inc.	08/22/2007	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	M&I Marshall & Ilsley Bank		
Street Address:	770 North Water Street		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53202		
Entity Type:	CORPORATION: WISCONSIN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77135934	VSA	
Serial Number:	77135820	VSA PARTNERS, INC.	
CORRESPONDENCE DATA			
Fax Number:	(414)978-8675		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	414 277 5000		
Email:	msl@quarles.com		
Correspondent Name:	Marta S. Levine		
Address Line 1:	Quarles & Brady LLP		
Address Line 2:	411 East Wisconsin Avenue		
Address Line 4:	Milwaukee, WISCONSIN 53202		
NAME OF SUBMITTER:	Marta S. Levine		
Signature:	/MartaLevine/		
Date:	09/06/2007		

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Total Attachments: 5

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**CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS**

THIS CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS (the "Confirmatory Assignment") is made effective as of August 23, 2007, by and from **VSA ACQUISITION CO., INC.** (to be known as **VSA PARTNERS, INC.**) (the "Assignor"), an Illinois corporation, whose principal address is 1347 South State Street, Chicago, Illinois 60605, to and in favor of **M&I MARSHALL & ILSLEY BANK** (the "Assignee"), a Wisconsin banking corporation, whose principal address is 770 North Water Street, Milwaukee, Wisconsin 53202.

WHEREAS, Assignor and Assignee have entered into a Security Agreement of even date herewith (as amended from time to time, the "Security Agreement") pursuant to which Assignor has granted Assignee a security interest in all of Assignor's personal property and assets;

WHEREAS, Assignor is the owner of the patents (the "Patents"), the trademarks and the goodwill of the business in connection therewith (the "Trademarks"), and the copyrights (the "Copyrights"), all listed on Exhibit A attached hereto, which Patents are issued with the United States Patent and Trademark Office; which Trademarks are registered or pending registration with the United States Patent and Trademark Office; and which Copyrights are registered with the United States Copyright Office.

WHEREAS, this Confirmatory Assignment has been granted in conjunction with the security interest granted to Assignee under the Security Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

- 1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.
- 2) The Security Interest.
 - (a) This Confirmatory Assignment is made to secure the satisfactory performance and payment of all the Obligations of Assignor, pursuant to the Security Agreement. Upon the payment in full of all Obligations, Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to Assignor an instrument in writing releasing the security interest in the Patents, Trademarks, and Copyrights acquired under this Confirmatory Assignment.
 - (b) The Assignor hereby assigns and grants to Assignee a security interest in (1) all of Assignor's right, title and interest in and to the Patents, Trademarks, and Copyrights set forth on Exhibit A, now owned or from

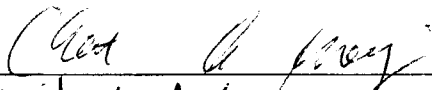
time to time after the date hereof owned or acquired by the Assignor, together with (2) all proceeds and products of the Patents, Trademarks, and Copyrights, and (3) all causes of action arising prior to or after the date hereof for infringement of any of the Patents, Trademarks, or Copyrights, or unfair competition regarding the same.

- (c) The rights and remedies of Assignee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

(signature page follows)

IN WITNESS WHEREOF, the Assignor has executed this Confirmatory Assignment effective as of the above-indicated date.

VSA PARTNERS, INC.

By: 
Name: Chester A. Bougis
Title: President

Signature Page to Confirmatory Assignment of Security Interest
in United States Patents and Trademarks

TRADEMARK
REEL: 003616 FRAME: 0488

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Chester R. Gugis, known to me to be the President of VSA PARTNERS, INC., personally came before me this 22nd day of August, 2007, and executed or acknowledged to me that he executed the foregoing Confirmatory Assignment of Security Interest in United States Patents, Trademarks, and Copyrights on behalf of VSA PARTNERS, INC. and pursuant authority duly received.

(SEAL)



Laura J. Smiley
Notary Public, State of ILLINOIS
My Commission 10-06-2007

Signature Page to Confirmatory Assignment of Security Interest
in United States Patents and Trademarks

CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS
Exhibit A - SCHEDULE OF PATENTS, TRADEMARKS, AND COPYRIGHTS

U.S. PATENTS

Patent Title	(App. No.)	(Filing Date)
	None.	

U.S. PATENT APPLICATIONS

Patent Title	(App. No.)	(Filing Date)
	None.	

U.S. TRADEMARKS

Mark	Reg. No. (Serial No.)	Reg. Date (Filing Date)
VSA	77135934	March 20, 2007
VSA PARTNERS, INC.	77135820	March 20, 2007

U.S. COPYRIGHTS

Title	Reg. No.	Issue Date
	None.	