

RECORD
TRADE



103475884

To the Director of the U. S. Patent and Trademark

the new address(es) below.

1.9.08

1. Name of conveying party(ies)/Execution Date(s):
Optimization Technology, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) New York

Execution Date(s) December 21, 2007

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: RBS Citizens, N.A.

Internal Address: 235 East Main Street

Street Address: _____

City: Rochester

State: NY

Country: _____ Zip: 14604

Association Citizenship national banking association

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

JAN - 9 2008

B. Trademark Registration No.(s)

3,229,238

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Neal L. Slifkin

Internal Address: Harris Beach PLLC

Street Address: 99 Garnsey Road

City: Pittsford

State: NY Zip: 14534

Phone Number: (585) 419-8636

Fax Number: (585) 419-8813

Email Address: nslifkin@harrisbeach.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 08-0865

Authorized User Name Neal L. Slifkin

9. Signature:

Neal L. Slifkin
Signature

1/9/08
Date

Neal L. Slifkin

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 19

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5000
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450
01 FC:8521

40.00 OP

SECURITY AGREEMENT

THIS SECURITY AGREEMENT is made in favor of RBS CITIZENS, N.A., a national banking association, with offices at 235 East Main Street, Rochester, New York 14604 ("Bank") by OPTIMIZATION TECHNOLOGY, INC., a corporation formed under the laws of the State of New York with offices at 50 High Tech Drive, Rush, New York 14543 ("Optimization"), OMNIA TECHNOLOGY, LLC, a limited liability company formed under the laws of the State of Texas with offices at 2550 Gray Falls, Suite 207, Houston, Texas 77077 ("Omnia"), OPTIMIZATION INDUSTRIAL SERVICES, LLC, a limited liability company formed under the laws of the State of New York with offices at 50 High Tech Drive, Rush, New York 14543, DUMONT OPTIMIZATION ASSOCIATES LLC, a limited liability company formed under the laws of the State of New Hampshire with offices at 9 Trafalgar Square, Nashua, New Hampshire 03063, OPTIMIZATION CANADA, LLC, a limited liability company formed under the laws of the State of New York with offices at 50 High Tech Drive, Rush New York 14543 ("Optimization Canada," and together with Optimization, Omnia, Optimization Industrial, and Dumont bound hereby jointly and severally, and individually and collectively called, "Grantor").

1. DEFINITIONS.

Unless otherwise indicated in this Agreement, all terms shall have the same meanings as given to them in the Credit Facility Agreement, dated on even date herewith, and to the extent not inconsistent therewith in the Uniform Commercial Code of the State of New York as amended from time to time.

(a) "Collateral" means all assets and property including, without limitation, all goods, tangible property, machinery, equipment, furniture, vehicles, parts, leasehold improvements, accounts, inventory, chattel paper, documents, choses in action, general intangibles, goodwill, insurance policies and proceeds, and intellectual property (including among others operating systems, patents, copyrights, trademarks, tradenames, licenses, trade secrets, know-how, franchises, and proprietary and other rights in data, engineering, technical plans, drawings, information, methods, systems, processes, inventions, formulas, applications, software, programs, manuals, and technology, and all other technology and proprietary rights of Grantor and all applications to acquire such rights, and in all rights and interests in any of them unless the same are licensed or leased pursuant to an agreement that prohibits the granting of a security interest in or similar assignment of the same), of any kind or nature in which the Grantor has an interest now or in the future, and which are now existing or hereafter created or acquired, together with all additions, replacements, accessions, products, and proceeds in any form thereof.

(b) "Debtor" means Optimization Technology, Inc. and its successors, legal representatives, and assigns; provided that solely for the purposes of the Equipment Line and all of the rights, obligations, terms, conditions and covenants associated therewith, "Debtor" shall mean Optimization Technology, Inc. and Optimization Industrial Services, LLC, jointly and severally.

(c) "Liabilities" mean all indebtedness, liabilities, and obligations of every kind or nature, whether absolute or contingent, primary or secondary, direct or indirect, joint or several, and whether heretofore or hereafter created, arising, or existing or at any time due and

owing from Grantor and/or Debtor to Bank (including without limitation all obligations and liabilities of the Grantor and/or Debtor under (i) interest rate swap agreements, interest rate cap agreements and interest rate collar agreements, and all other agreements or arrangement with the Bank designed to protect the Grantor and/or Debtor against fluctuations in interest rates or currency exchange rates, (ii) guarantees, and all sums expended by the Bank for protection of its interests such as payments made for taxes, insurance, and expenses of collection).

(d) "Credit Facility Agreement" means the Credit Facility Agreement between the Bank, Grantor, and William K. Pollock, dated as of December 21, 2007, as the same may be modified, extended, or replaced from time to time.

2. SECURITY INTEREST. The Grantor hereby grants to the Bank a security interest in the Collateral to secure the payment and performance of the Liabilities. This security interest is specifically intended to be a continuing interest and shall cover Collateral in which the Grantor acquires an interest after the date of this Agreement as well as Collateral in which the Grantor now has an interest. This security interest shall continue until terminated as described in this Agreement even if all Liabilities are paid in full from time to time. The Bank shall have the right to apply the Collateral and any proceeds therefrom to all or any part of the Liabilities as and in the order the Bank may elect, whether such Liabilities are otherwise secured.

3. LOCATIONS OF GRANTOR AND COLLATERAL. The principal office of the Grantor is at the address shown in the preamble to this Agreement. All locations at which the Collateral will be kept or at which the Grantor does business are indicated on the Schedule attached to and made a part of this Agreement. Grantor will notify the Bank immediately of any new or changed locations at which any of the Collateral is kept or where the Grantor does business, and of any change in the name of the Grantor. At the request of Bank, the Grantor will provide disclaimers of interest and removal agreements, in form satisfactory to the Bank, signed by all parties other than Grantor having an interest in premises at which any Collateral is located.

4. GRANTOR'S REPRESENTATION. Except for the security interest granted hereby and as otherwise allowed by the Credit Facility Agreement, (i) Grantor is the owner of the Collateral free from all liens, encumbrances, and security interests, (ii) Grantor will not sell or transfer the Collateral or any interest (including, without limitation, a security interest) therein without the prior written consent of the Bank except for sales in the ordinary course of business for fair value, sales of obsolete equipment, and transfers of assets that do not constitute a material portion of its assets for a fair consideration, and (iii) Grantor will defend the Collateral against the claims and demands of all persons (except for those persons who have a claim or lien permitted under the Credit Facility Agreement), and will cause the immediate removal and termination of any levy, execution, judgment or other lien, or similar claim of third persons to the Collateral (except for those persons who have a claim or lien permitted under the Credit Facility Agreement).

5. PERFECTION OF SECURITY INTEREST. Grantor will execute and deliver to the Bank such financing statements, security agreements, assignments, and other documents as Bank may at any time reasonably request that are required to perfect or protect the security interest granted hereby. Grantor hereby authorizes the Bank to execute and file financing statements with or without the signature of the Grantor from time to time as the Bank may deem

necessary or desirable. If the Collateral is a motor vehicle required to be titled under applicable law, Grantor warrants that the Bank's security interest will be recorded on the title certificates covering the Collateral and will deliver such certificates or other evidence of ownership to the Bank, as the Bank requests. Grantor hereby appoints Bank as its attorney in fact to execute and deliver notices of lien, financing statements, assignments, and any other documents, notices, and agreements necessary for the perfection of Bank's security interests in the Collateral. Grantor agrees to pay the costs of filing or perfection of the Bank's security interests and searches of the public records necessary to confirm perfection and relative priority of Bank's security interests.

6. **USE OF COLLATERAL/MAINTENANCE.** Grantor will keep the Collateral in good order and repair except for normal wear and tear in the ordinary course of business. Grantor will not use the Collateral in violation of law or any policy of insurance thereon. The Bank or its nominees may inspect the Collateral and Grantor's records regarding the same at any reasonable time, wherever located, and may make extracts therefrom and copies thereof.

7. **TAXES.** Grantor will pay promptly, when due, all taxes and assessments upon the Collateral or its use or operation, or upon this Agreement.

8. **INSURANCE.** Grantor at all times will keep the Collateral insured in such amounts, with such insurance companies chosen by Grantor, and against such risks, all as are reasonably satisfactory to the Bank. All insurance policies shall name Bank as additional insured/loss payee and shall provide for losses covered thereby to be payable to Bank and Grantor as their respective interests may appear. All policies of insurance shall provide for not less than thirty (30) days' prior notice of cancellation to the Bank. Grantor will deliver evidence required insurance to the Bank upon its request and in any event at least annually.

After any Event of Default hereunder, the Bank may, but need not, (i) cancel, in accordance with applicable law, any insurance contract covering the Collateral or its ownership or operation, (ii) demand and receive any return premiums, unearned premium refunds and dividends payable in respect thereof (the Grantor hereby irrevocably designating, constituting and appointing Bank as its true and lawful Bank so to do) and (iii) apply any and all sums received by the Bank as a result of such cancellation, after deducting therefrom any and all expenses incident thereto, toward payment of the Liabilities.

Grantor will notify insurer and Bank in the event of any loss, damage, or other casualty affecting a material portion of the Collateral. Grantor hereby assigns to the Bank any and all monies which may become due and payable under any policy insuring the Collateral, directs any such insurance company to make payments directly to the Bank, and authorizes the Bank to apply such monies in payment on account of the Liabilities, whether or not due, and to remit any surplus to Grantor; provided, however, that Bank will make available to Grantor such insurance proceeds to repair or replace Collateral provided that no Event of Default has occurred and that Grantor has provided evidence satisfactory to the Bank that such proceeds together with any necessary additional funds from sources acceptable to the Bank are available for such repair or replacement and that such repair or replacement can be accomplished within a reasonable period of time and without unreasonable disruption of the Grantor's business or operations beyond any period covered by business interruption insurance. After an Event of Default, Grantor hereby irrevocably appoints the Bank as its attorney in fact, with full power of substitution, to (i) make

and adjust claims, (ii) receive all proceeds and payments including the return of unearned premiums, (iii) execute proofs of claim, (iv) endorse drafts and other instruments for the payment of money, (v) execute releases, (vi) negotiate settlements, (vii) cancel any insurance referred to in this contract, and (viii) do all other things necessary and required to effect a settlement under or to realize the benefits of any insurance policy.

9. PROTECTION OF BANK'S INTEREST. Seven or more days after the day the Bank mails the Grantor notice, upon failure of the Grantor to (i) remove liens or interests prohibited by Section 4 of this Agreement, (ii) comply with obligations to maintain Collateral pursuant to Section 6 of this Agreement, (iii) pay taxes or assessments as required by Section 7 of this Agreement, or (iv) provide evidence satisfactory to the Bank of insurance as required by Section 8 of this Agreement, the Bank in its discretion may discharge any such liens or interests, pay taxes or assessments, and obtain insurance coverage on the Collateral. The Bank also may pay any costs of perfection and searches pursuant to Section 5 of this Agreement. Grantor agrees to reimburse the Bank on demand for any and all expenditures so made, and until paid the amount thereof also shall be part of the Liabilities secured by the Collateral. Bank shall have no obligation to Grantor to make any such expenditures nor shall the making thereof relieve any default hereunder.

10. GRANTOR'S COVENANTS. So long as this Agreement remains in effect Grantor will: (i) furnish Bank at such intervals as Bank may reasonably prescribe with a certificate (in such form as Bank may from time to time specify) containing such information with respect to the Collateral as Bank may reasonably require, including, without limitation, inventory listings and account agings; and (ii) keep accurate and complete records of the Collateral in accordance with generally accepted accounting principles consistently applied.

If requested by the Bank, Grantor will also: (a) mark its records evidencing the Collateral in a manner satisfactory to the Bank so as to indicate the security interest of the Bank hereunder; (b) following an Event of Default deliver to the Bank to hold pursuant hereto any chattel paper, instruments, or other documents representing or relating to any of the Collateral; (c) promptly reflect in its books, records, and reports to the Bank any claims made in regard to any Collateral; (d) immediately notify the Bank if any of the Collateral arises out of contracts for the improvement of real property, deals with a public improvement or is with the United States, any state, or any department, agency or instrumentality thereof, and execute any instruments and take an steps required by the Bank in order that all moneys due or to become due under any such contract shall be assigned to the Bank and notice thereof be given as required bylaw; and (e) fully cooperate with the Bank in the exercising of its rights and methods for verification of the Collateral.

11. DEFAULT. The following events or conditions shall be an "Event of Default" under this Agreement: (a) any Event of Default under the Credit Facility Agreement or (b) loss, theft, material damage or destruction of a material portion of the Collateral which is not covered by insurance.

12. REMEDIES. Upon the occurrence of an Event of Default, the Bank may declare all of the Liabilities to be immediately due and payable and Bank shall have the rights and remedies of a secured party under the Uniform Commercial Code of the State of New York as

amended from time to time in any jurisdiction where enforcement of this Agreement is sought, in addition to all other rights and remedies at law or in equity. Among other remedies, the Bank may take immediate possession of the Collateral and for that purpose the Bank may, so far as Grantor can give authority therefor, enter upon any premises on which the Collateral or any part thereof may be situated and secure or remove the same therefrom. Upon request of the Bank, Grantor will assemble and make the Collateral available to the Bank, at a reasonable place and time designated by the Bank. Grantor's failure to take possession of any Collateral in possession or under control of Bank at any time and place reasonably specified by the Bank in writing to the Grantor shall constitute an abandonment of such property. Grantor agrees that notice of the time and place of public sale of any of the Collateral or of the time after which any private sale thereof is to be made or of other disposition of the Collateral shall be deemed reasonable notice seven days after such notice is deposited in the mail or otherwise delivered to Grantor at the address shown in the preamble of this Agreement.

In addition to its other rights, following an Event of Default the Bank may but shall not be obligated to notify any parties which are obligated to pay Grantor any Collateral or proceeds thereof, to make all payments directly to the Bank. Grantor authorizes such parties to make such payments directly to the Bank and to rely on notice from the Bank without further inquiry. The Bank may demand and take all necessary or desirable steps to collect such Collateral in either its or Grantor's, name, with the right to enforce, compromise, settle, or discharge any of the foregoing. The Bank may endorse Grantor's name on any checks, commercial paper, instruments, and the like pertaining to the foregoing.

The Bank shall not be responsible to Grantor for loss or damage resulting from the Bank's failure to enforce or collect any Collateral or any monies due or to become due under any Liability of Grantor to Bank. The Bank shall have no obligation to take, and Grantor shall have the sole responsibility for taking, any and all steps to preserve rights against any and all prior parties to any Collateral, whether or not in Bank's possession.

After an Event of Default, the Grantor (i) will make no change in any account (or the contract underlying such account), chattel paper, or general intangible, and (ii) shall receive as the sole property of the Bank and hold in trust for the Bank all monies, checks, notes, drafts, and other property (collectively called "items of payment") representing the proceeds of any Collateral. After an Event of Default, the Bank may but shall be under no obligation to: (a) notify all appropriate parties that the Collateral, or any part thereof, has been assigned to the Bank; (b) collect any or all accounts, chattel paper or general intangibles in its or Grantor's name, and apply any such collections against such Liabilities as the Bank may select; (c) take control of any cash or non-cash proceeds of any item of the Collateral; (d) compromise, extend or renew any account, chattel paper, general intangible, or document, or deal with the same as it may deem advisable; and (e) make exchanges, substitutions or surrender of items comprising the Collateral.

The rights of the Bank are cumulative, and the Bank may enforce its rights under this Agreement irrespective of any other collateral, guaranty, right, or remedy it may have. The exercise of all or a part of its rights or remedies hereunder shall not prevent the Bank from exercising at the same or any other time any other right or remedy with respect to the Liabilities.

The Grantor authorizes the Bank in its sole discretion to direct the order or manner of the disposition of the Collateral.

From the proceeds realized from the Collateral the Bank shall be entitled to retain all sums secured hereby as well as their reasonable expenses of collection including without limitation those of retaking, holding, safeguarding, accounting for, preparing for sale, selling, and reasonable attorneys' fees and legal expenses. If the proceeds realized from the Collateral are not sufficient to defray said expenses and to satisfy the balance due on the Liabilities, the Grantor shall remain liable for such expenses. Any payments or proceeds from realization on the Collateral may be applied to the Liabilities in whatever order or manner the Bank elect.

13. **CONTINUING AGREEMENT, TERMINATION.** This is a continuing Agreement, and no notice of the creation or existence of the Liabilities, renewal, extension or modification thereof need be given to Grantor. This Agreement may be terminated only (i) by a written agreement of the Bank, or (ii) upon written request of Grantor at such time as the Liabilities have been satisfied in full and the Bank has no remaining commitments to Debtor of any kind.

14. **NO WAIVER.** Grantor agrees that no representation, promise, or agreement made by the Bank or by any officer or employee of the Bank, at, prior, or subsequent to the execution and delivery of this Agreement shall modify, alter, limit, or otherwise abridge the rights and remedies of the Bank hereunder unless agreed by the Bank in writing. None of the rights and remedies of Bank hereunder shall be modified, altered, limited, or otherwise abridged or waived by any representation, promise, or agreement hereafter made or by any course of conduct hereafter pursued by the Bank. No delay or omission on the part of the Bank in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Agreement, and waiver of any right shall not be deemed waiver of any other right unless expressly agreed by the Bank in writing.

15. **CONFLICT WITH CREDIT FACILITY AGREEMENT.** If any provision hereof expressly conflicts with any specific provision of the Credit Facility Agreement, the terms of the Credit Facility Agreement shall be controlling.

16. **LAWS.** The validity, construction, and performance of this Agreement shall be governed by the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

17. **PARTIES IN INTEREST.** All of the terms and provisions of this Agreement shall inure to the benefit of, be binding upon and be enforceable by the respective legal representatives, successors, and assigns of the parties hereto.

18. **SEVERABILITY.** Any partial invalidity of the provisions of this Agreement shall not invalidate the remaining portions hereof or thereof.

19. **MISCELLANEOUS.** Grantor hereby expressly waives demand, presentment, protest, or notice of dishonor on any and all of the Liabilities and with respect to the Collateral.

[SIGNATURE PAGES IMMEDIATELY FOLLOW]

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

OPTIMATION TECHNOLOGY, INC.

By: [Signature]
William K. Pollock
President and Chief Executive Officer

OMNIA TECHNOLOGY, LLC
By Optimation Technology, Inc., its sole member

By: [Signature]
Name: William K. Pollock
Title: President and Chief Executive Officer

OPTIMATION INDUSTRIAL SERVICES, LLC
By Optimation Technology, Inc., its sole member

By: [Signature]
Name: William K. Pollock
Title: President and Chief Executive Officer

DUMONT OPTIMATION ASSOCIATES LLC
By Optimation Technology, Inc., its sole member

By: [Signature]
Name: William K. Pollock
Title: President and Chief Executive Officer

OPTIMATION CANADA, LLC
By Optimation Technology, Inc., its sole member

By: [Signature]
Name: William K. Pollock
Title: President and Chief Executive Officer

STATE OF NEW YORK)
COUNTY OF MONROE) ss.:

On the 21st day of December, in the year 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM K. POLLOCK personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public

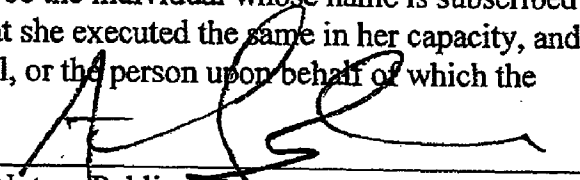
HELEN ATTENA ZAMBONI
Notary Public, State of New York
Qualified in Livingston County
Commission Expires Feb. 28, 2011

ACKNOWLEDGED BY:
RBS CITIZENS, N.A.

By: Elaine Lyons, VP
Elaine Lyons, Vice President

STATE OF NEW YORK)
COUNTY OF MONROE) ss.:

On the 21st day of December, in the year 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared ELAINE LYONS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

ALYSSA H. FONTAINE
Notary Public, State of New York
County of Tompkins
Commission Expires July 9, 2011

SCHEDULE A TO SECURITY AGREEMENT

OPTIMIZATION TECHNOLOGY, INC.

Grantor's state of organization: New York
Grantor's Taxpayer ID Number: 16-1255440
Grantor's Organization Number (if any): N/A

All of the locations at which the Collateral is located or the Grantor maintains a place of business, together with the record owners thereof:

50 High Tech Drive, Rush, New York 14543
Owned of record by High Tech Square, Inc and Optitech Group, LLC

452 and 470 Ridge Road West, Rochester, New York 14615
Leased from James T. Rockell (owner of record not known)

OMNIA TECHNOLOGY, LLC

Grantor's state of organization: Texas
Grantor's Taxpayer ID Number: 51-0461904
Grantor's Organization Number (if any): 800200480

All of the locations at which the Collateral is located or the Grantor maintains a place of business, together with the record owners thereof:

2550 Gray Falls, Suite 207, Houston, Texas 77077
Leased from SunBlossom Liberty TX, LLC (owner of record not known)

OPTIMIZATION INDUSTRIAL SERVICES, LLC

Grantor's state of organization: New York
Grantor's Taxpayer ID Number: 20-5984716
Grantor's Organization Number (if any): N/A

All of the locations at which the Collateral is located or the Grantor maintains a place of business, together with the record owners thereof:

50 High Tech Drive, Rush, New York 14543
Owned of record by High Tech Square, Inc and Optitech Group LLC

110 LaGrange Avenue, Rochester, New York (address on front of building)
Leased from Pinecrest Associates, a New York general partnership as 120 LaGrange Avenue (owner of record not known)

452 and 470 Ridge Road West, Rochester, New York 14615
Leased by Optimization Technology, Inc. from James T. Rockell (owner of record not known)

DUMONT OPTIMIZATION ASSOCIATES LLC

Grantor's state of organization: New Hampshire

Grantor's Taxpayer ID Number: 20-1520473

Grantor's Organization Number (if any): N/A

All of the locations at which the Collateral is located or the Grantor maintains a place of business, together with the record owners thereof:

9 Trafalgar Square, Nashua, New Hampshire 03063

Leased from Robie Properties, LLC (owner of record not known)

OPTIMIZATION CANADA, LLC

Grantor's state of organization: New York

Grantor's Taxpayer ID Number: 20-5984716

Grantor's Organization Number (if any): N/A

All of the locations at which the Collateral is located or the Grantor maintains a place of business, together with the record owners thereof:

50 High Tech Drive, Rush, New York 14543

Owned of record by High Tech Square, Inc and Optitech Group LLC

SERVICE MARK SECURITY AGREEMENT

This SECURITY AGREEMENT, dated as of December 21, 2007, is by and between Optimization Technology, Inc., a New York corporation with an address of 50 High Tech Drive, Rush, New York 14543 (the "*Debtor*"), and RBS Citizens, N.A., a national banking association, with offices at 235 East Main Street, Rochester, New York 14604 (the "*Secured Party*").

WHEREAS, Debtor has entered into a Credit Facility Agreement dated as of December 21, 2007 (as amended, restated, or replaced and in effect from time to time, the "*Credit Agreement*"), with the Secured Party, pursuant to which the Secured Party, subject to the terms and conditions contained therein, is to make credit facilities available to the Debtor; and

WHEREAS, the Debtor will receive direct benefits from the credit facilities including access to the credit facilities thereunder, and

WHEREAS, it is a condition precedent to the Secured Party's making such credit facilities available under the Credit Agreement that the Debtor execute and deliver to the Secured Party a security agreement in substantially the form hereof; and

WHEREAS, the Debtor wishes to grant a security interest in favor of the Secured Party as herein provided;

NOW THEREFORE, Debtor and Secured Party hereby agree as follows:

1. Definitions; Interpretation.

(a) Terms Defined in Credit Agreement and UCC. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement, and if not defined therein but defined in the UCC, shall have the meanings assigned to them in the UCC.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"*Collateral*" has the meaning set forth in Section 2.

"*Credit Agreement*" has the meaning set forth above.

"*PTO*" means the United States Patent and Trademark Office.

"*UCC*" means the Uniform Commercial Code as in effect in the State of New York.

(c) Construction. In this Agreement. The following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation

applicable to the Credit Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, Debtor hereby grants to Secured Party a security interest in, and a mortgage upon, all of Debtor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) the entire goodwill of or associated with the businesses now or hereafter conducted by Debtor connected with and symbolized by any of the aforementioned properties and assets;

(iii) all general intangibles and all intangible intellectual or other similar property of Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(b) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

3. Supplement to Credit Agreement. This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Credit Agreement or other security documents referred to therein. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

4. Representations and Warranties. Debtor represents and warrants to Secured Party that:

(a) Service Marks. A true and correct list of all of the existing Collateral consisting of service marks, service mark registrations or applications owned by Debtor, in whole or in part, is set forth in Schedule A.

5. Further Acts. On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the PTO, at the expense of Debtor. In addition, Debtor authorizes Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Secured Party. If the Debtor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Debtor shall immediately notify Secured Party in a writing signed by the Debtor of the brief details thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party.

6. Authorization to Supplement. If Debtor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Debtor's obligations under this Section 6, Debtor authorizes Secured Party to modify this Agreement by amending Schedule A to include any such new patent or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A.

7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Secured Party and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Credit Agreement.

8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than New York.

9. Entire Agreement; Amendment. This Agreement and the Credit Agreement, together with the Schedules hereto and thereto, contains the entire agreement of the parties with

respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Credit Agreement. Notwithstanding the foregoing, Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Credit Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Credit Agreement.

10. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

11. Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and Secured Party (at Debtor's expense) shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO.

12. No Inconsistent Requirements. Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

14. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Credit Agreement.

[Remainder of page intentionally left blank.]

SCHEDULE A
To the Trademark Security Agreement
Made by Optimization Technology, Inc. ("Debtor")

U.S. Service Mark of Debtor

Registration No.	Registration Date	Registered Owner	Mark
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See Attached

Int. Cl.: 42

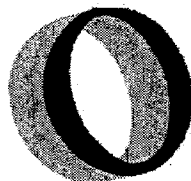
Prior U.S. Cls.: 100 and 101

United States Patent and Trademark Office

Reg. No. 3,229,238

Registered Apr. 17, 2007

SERVICE MARK
PRINCIPAL REGISTER



OPTIMATIION

OPTIMATIION TECHNOLOGY, INC. (NEW YORK CORPORATION)
50 HIGH TECH DRIVE
RUSH, NY 14543

FOR: COMPUTER-AIDED ENGINEERING SERVICES FOR OTHERS; DESIGNING OF MACHINES, APPARATUS, INSTRUMENTS OR SYSTEMS COMPOSED OF SUCH MACHINES, APPARATUS AND INSTRUMENTS; MECHANICAL ENGINEERING, IN CLASS 42 (U.S. CLS. 100 AND 101).

FIRST USE 5-1-2005; IN COMMERCE 7-15-2005.

THE COLOR(S) BLUE AND GRAY IS/ARE CLAIMED AS A FEATURE OF THE MARK.

THE MARK CONSISTS OF A TIPPED AND 30 DEGREE TWISTED "O" BOUNDING FROM A SMALL OVAL OVER THE WORD OPTIMATIION. THE COLOR BLUE APPEARS IN THE WORD "OPTIMATIION" AND IN THE TILTED LETTER "O" AND THE COLOR GRAY IS UED IN THE SHADOW OF THE LETTER "O" AND AS AN ADDITIONAL COLOR TO THE LETTER "O".

SER. NO. 78-757,753, FILED 11-19-2005.

GIANCARLO CASTRO, EXAMINING ATTORNEY