

TO: MARK B. HARRISON COMPANY: 575 7TH STREET, N.W.

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.103/15/2010  
900157052

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Adfitech, Inc.		03/15/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust FSB		
Street Address:	1100 North Market Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19890		
Entity Type:	Federally Secured Chartered Bank		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2301807		
Registration Number:	3550787	LOANVAULT	
Serial Number:	77953510	ADFINET	
Serial Number:	77953418	ADFITECH	
CORRESPONDENCE DATA			
Fax Number:	(202)344-8300		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-344-4019		
Email:	trademarkdocket@venable.com		
Correspondent Name:	Mark B. Harrison		
Address Line 1:	575 7th Street, N.W.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004-1601		
ATTORNEY DOCKET NUMBER:	89805-292170		
NAME OF SUBMITTER:	Mark B. Harrison, Esq.		

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TO: MARK B. HARRISON COMPANY: 575 7TH STREET, N.W.

Signature:	/MBH-hrc/
Date:	03/15/2010
Total Attachments: 4 source=Adfitech, Inc. grant of security interest#page1.tif source=Adfitech, Inc. grant of security interest#page2.tif source=Adfitech, Inc. grant of security interest#page3.tif source=Adfitech, Inc. grant of security interest#page4.tif	

TO: MARK B. HARRISON COMPANY: 575 7TH STREET, N.W.

### Grant of Trademark Security Interest

Whereas, ADFITECH, Inc., a Delaware corporation ("Grantor"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

Whereas, ADFITECH, Inc., a Delaware corporation (the "Company") and Wilmington Trust FSB, as Trustee and Collateral Agent, have entered into an Indenture (as the same may be amended, supplemented or otherwise modified from time to time, the "Indenture"), dated as of March 15, 2010, pursuant to which the Company has issued its 8% Senior Secured Notes Due 2020;

Whereas, to secure the Company's obligations under the Indenture and the Notes, the Company, the grantors named therein and Wilmington Trust FSB, as collateral agent (together with its successors and assigns, in such capacity, the "Collateral Agent") have entered into a Security Agreement, dated as of March 15, 2010 (such Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "Security Agreement"), wherein Grantor has created in favor of Collateral Agent a security interest in, and Collateral Agent has become a secured creditor with respect to, the Trademark Collateral;

Now, therefore, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Collateral Agent pursuant to the Security Agreement, Grantor hereby grants to Collateral Agent a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Trademark Collateral"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the "Trademarks"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise

Grant of Trademark Security  
to Security Agreement

TO: MARK B. HARRISON COMPANY: 575 7TH STREET, N.W.

with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "Proceeds" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral 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.


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Grant of Trademark Security Interest  
to Security Agreement

TO: MARK B. HARRISON COMPANY: 575 7TH STREET, N.W.

In Witness Whereof, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 15<sup>th</sup> day of March, 2010.

ADEPTECH, Inc.

By:   
Name: Samuel E. Meek  
Title: President

Grant of Trademark Security Interest  
to Security Agreement

TO: MARK B. HARRISON COMPANY: 575 7TH STREET, N.W.

**Schedule A**  
to  
**Grant of Trademark Security Interest**

<b>Owner</b>	<b>Trademark Description</b>	<b>Registration/ Application Number</b>	<b>Registration/ Application Date</b>
ADFITTECH, Inc.	Logo "Tractor Tire"	2301807	12/21/1999
ADFITTECH, Inc.	Word Mark "LOANVAULT"	3550797	12/23/2008
ADFITTECH, Inc.	Work Mark "ADFITTECH"	77/953418	03/08/2010
ADFITTECH, Inc.	Work Mark "ADFINET"	77/953510	03/08/2010

Grant of Trademark Security  
to Security Agreement

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