

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Security Agreement	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WIZE TECHNOLOGIES, INC.		12/29/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DEUTSCHE BANK TRUST COMPANY AMERICAS, as collateral agent		
<b>Street Address:</b>	60 Wall Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10005		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3469775	WIZERANK	
<b>Registration Number:</b>	3393040	WIZE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)354-8113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2128198200		
<b>Email:</b>	fcutajar@whitecase.com		
<b>Correspondent Name:</b>	White & Case LLP		
<b>Address Line 1:</b>	1155 Avenue of the Americas		
<b>Address Line 2:</b>	Patents & Trademarks		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	1111779-2121		
<b>NAME OF SUBMITTER:</b>	Frances B. Cutajar		
<b>Signature:</b>	/Frances B. Cutajar/		

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Date:

01/06/2011

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented and/or otherwise modified from time to time, the "Trademark Security Agreement"), dated as of December 29, 2010, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS as collateral agent (the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, NEXTAG INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), NEXTAG, INC., a Delaware corporation (the "Company"), CERTAIN SUBSIDIARIES OF COMPANY PARTY THERETO, as Guarantors, have entered into a Secured Credit and Guaranty Agreement, dated as of December 29, 2010 (as amended, amended and restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), with DEUTSCHE BANK TRUST COMPANY AMERICAS, as Administrative Agent and as Collateral Agent, the Lenders party thereto and the other agents party thereto (with terms defined in the Credit Agreement and not otherwise defined herein being used herein as defined in the Credit Agreement and/or the Security Agreement referred to below).

WHEREAS, as a condition precedent to the making of Credit Extensions and the issuance of (and participation in) Letters of Credit by the Lenders under the Credit Agreement and the entry into Secured Hedge Agreements and Secured Cash Management Agreements by certain Secured Parties from time to time, each Grantor has executed and delivered that certain Pledge and Security Agreement, dated as of December 29, 2010, made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented and/or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"):

- (a) all trademark and service mark registrations and applications of such Grantor, including those registered or applied for in the United States and set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability

of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby;

(b) all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(c) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation or misuse with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(d) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Trademark Security Agreement secures the payment or performance in full when due, whether at stated maturity, by required prepayment, deceleration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code (and any successor provision thereof)), of (a) with respect to the Company, all of the Obligations of the Company (including, without limitation, all Secured Hedging Obligations and all Secured Cash Management Obligations) and (b) with respect to each other Grantor, all of the Guaranteed Obligations of such Grantor.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner of the U.S. Patent and Trademark Office and any other applicable government officer record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

*[Remainder of this page intentionally left blank; signature page follows]*

IN WITNESS WHEREOF, the Grantor hereto has caused this Trademark Security Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

GRANTOR:

WIZE TECHNOLOGIES, INC., a Delaware corporation

By: 

Name: Brian Regan

Title: Chief Financial Officer

DEUTSCHE BANK TRUST COMPANY  
AMERICAS, as Collateral Agent

By: Paul O'Leary  
Name: Paul O'Leary  
Title: Director

By: Carin Keegan  
Name: Carin Keegan  
Title: Director

SCHEDULE A

<u>Owner</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Application No.</u>	<u>Application Date</u>
Wize Technologies, Inc.	WIZERANK	3469775	7/15/2008	78952246	8/15/2006
Wize Technologies, Inc.	WIZE	3393040	3/4/2008	78736147	10/19/2005

NEWYORK 7962075 (2K)

RECORDED: 01/06/2011

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