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
Symon Holdings Corporation		10/19/2005	CORPORATION: DELAWARE
Symon Communications, Inc.		10/19/2005	CORPORATION: DELAWARE
Target Vision, Inc.		10/19/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	D.B. Zwirn Special Opportunities Fund, L.P., as agent	
Street Address:	745 Fifth Avenue, 18th Floor	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10151	
Entity Type:	LIMITED PARTNERSHIP: DELAWARE	

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Serial Number:	78545798	SYMON COMMUNITY
Registration Number:	2918295	SYMON
Serial Number:	78524696	SYMON LOBBYVIEW
Registration Number:	2857967	SYMON VISTA
Serial Number:	78242384	s
Registration Number:	2853599	SYMON VISTA
Registration Number:	2660740	COMMUNITY
Serial Number:	78406712	SYMON DESKVIEW
Serial Number:	78410401	FROM THE BREAK ROOM TO THE BOARD ROOM
Serial Number:	78241591	SYMON ENTERPRISE SERVER
Registration Number:	2978732	NETLITE II
Registration Number:	2912745	SYMON ENTERPRISE SERVER

TRADEMARK REEL: 003183 FRAME: 0037

900034858

Serial Number:	76303540	CONTACT CENTER COMMUNITY
Serial Number:	78704162	LIQUID POSTER
Registration Number:	2708536	ONTARGET
Registration Number:	2626689	EMPLOYEE COMMUNICATION THAT WORKS
Registration Number:	2444591	TARGET VISION
Registration Number:	2388503	ENTERPRISE BY TARGETVISION
Registration Number:	2754355	ENTERPRISE BY TARGETVISION DATARUNNER
Registration Number:	2442725	TARGETVISION
Registration Number:	2608247	ONTARGET WEATHER
Serial Number:	78057191	TARGETVISION CONNECTS PEOPLE

CORRESPONDENCE DATA

Fax Number: (212)593-5955

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2127562388

Email: daniel.angel@srz.com
Correspondent Name: Daniel Angel, Esq.
Address Line 1: 919 Third Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	017962/0074
NAME OF SUBMITTER:	Daniel Angel, Esq. (017962/0074)
Signature:	/sas for da/
Date:	10/27/2005

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 19th day of October, 2005, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and D.B. ZWIRN SPECIAL OPPORTUNITIES FUND, L.P., in its capacity as Agent for the Lender Group (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of October 19, 2005 (as amended, restated, modified, supplemented, refinanced, renewed or extended from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among Symon Holdings Corporation, a Delaware corporation ("Parent"), Symon Communications, Inc., a Delaware corporation ("Symon"), Target Vision, Inc., a Delaware corporation ("Target Vision" and together with Symon, each a "Borrower" and individually and collectively, jointly and severally, "Borrowers"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group, that certain Security Agreement dated October 19, 2005 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

- 1. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.
- 2. <u>GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL</u>. Each Grantor hereby grants to Agent, for the benefit of the Lender Group, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "<u>Trademark Collateral</u>"):
- (a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those Trademarks and Trademark Intellectual Property Licenses referred to on Schedule I hereto;
 - (b) all extensions, modifications and renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

- 3. <u>SECURITY FOR OBLIGATIONS</u>. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter.
- 4. <u>SECURITY AGREEMENT</u>. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral 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.
- trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. To the extent required under the Security Agreement, Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.
- 6. <u>COUNTERPARTS</u>. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature page follows]

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IN WITNESS WHEREOF, each 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.

By:

GRANTORS:

SYMON HOLDINGS CORPORATION,

a Delaware perporation

Name: Charles Ansley
Title: President and CEO

SYMON COMMUNICATIONS, INC.,

a Delawate/corporation

Name: Charles Ansley

Title: President and CEO

TARGET VISION, INC.,

a Delawate dorporation

Name: Charles Ansley

Title: President

Trademark Security Agreement

ACCEPTED AND ACKNOWLEDGED BY:

D.B. ZWIRN SPECIAL OPPORTUNITIES FUND, L.P.,

a Delaware limited partnership, as Agent

By: D.B. Zwirn Partners, LLC, its general partner

By: Zwirn Holdings, LLC,

its managing member

By: Name:

Title:

Perry A. Gruss Authorized Signatory

SCHEDULE I to

TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

	Country	Mark	Registration No. /	App. No. /
Grantor	Country		Reg. Date	App. Date
Symon Communications, Inc.	U.S.	SYMON COMMUNITY		78545798 01/11/05
Symon Communications,	U.S.	SYMON	2918295	756297880
Inc.			01/18/05	01/21/99
Symon Communications,	U.S.	SYMON		78524696
Inc.		LOBBYVIEW		11/20/04
Symon Communications,	U.S.	SYMON VISTA (&	2857967	78229515
Inc.		DESIGN)	06/29/04	03/25/03
Symon Communications,	U.S.			78242384
Inc.		SYMON DESIGN LOGO	2052500	04/25/03
Symon Communications,	U.S.	SYMON VISTA	2853599 06/15/04	78212214 02/07/03
Inc.	U.S.	COMMUNITY	2660740	76303883
Symon Communications,	0.3.	COMMONTT	12/10/02	08/23/01
Inc. Symon Communications,	U.S.	SYMON DESKVIEW	12/10/02	78406712
Inc.	0.5.	January Debrevie		04/22/04
Symon Communications,	U.S.	FROM THE BREAK		78410401
Inc.		ROOM TO THE BOARD		03/29/04
		ROOM		
Symon Communications,	U.S.	SYMON ENTERPRISE		78241591
Inc.		SERVER		04/24/03
Symon Communications,	U.S.	NETLITE II	2978732	78241521
Inc.			07/26/05	04/24/03
Symon Communications,	U.S.	SYMON	2912745	78240790
Inc.		ENTERPRISE	12/21/04	04/22/03
		SERVER (& DESIGN)		
G	U.S.	CONTACT CENTER		76303540
Symon Communications, Inc.	0.3.	COMMUNITY		08/23/01
Symon Communications,	U.S.	LIQUID POSTER		78704162
Inc.	0.5.	ENQUID TOUTER		8/31/05
Target Vision, Inc.	U.S.	ONTARGET	2708536	76262298
ranger violen, mer			4/22/03	5/25/01
Target Vision, Inc.	U.S.	EMPLOYEE	2626689	78052527
,		COMMUNICATION	9/24/02	3/12/01
		THAT WORKS		
Target Vision, Inc.	U.S.	TARGET VISION	2444591	76085287
			4/17/01	7/10/00
Target Vision, Inc.	U.S.	ENTERPRISE BY	2388503	75569157
. ¥ 71 1	770	TARGETVISION ENTERPRISE BY	9/19/00	10/13/98
Target Vision, Inc.	U.S.	TARGETVISION	2754355 8/19/03	78064085 5/17/01
	·	DATARUNNER	8/19/03	3/17/01
Target Vision, Inc.	U.S.	TARGETVISION	2442725	76033364
raiget vision, me.	0.5.	THOSE TISION	4/10/01	4/24/00
Target Vision, Inc.	U.S.	ONTARGET WEATHER	2608247	76259483
imper rision, inc.			8/13/02	5/21/01
Target Vision, Inc.	U.S.	TARGETVISION		7807191
		CONNECTS PEOPLE		4/6/01
Symon Communications,	United Kingdom	SYMON		2396641
Inc				07/12/05
Symon Communications,	Community Trademarks	SYMON		4547659
Inc.				07/12/05
Target Vision, Inc.	Canada	TARGETVISION	TMA594827	110368300
Target Vision, Inc.	Community Trademarks	TARGETVISION	2226389	2226389
		<u> </u>	5/14/03	5/21/01

Trade Names Common Law Trademarks Trademark Licenses Trademarks Not Currently In Use

F
Symon 2000
Symon Express
NetBrite
Symon Digital Appliance (SDA-500™)
Symon View Plus
Enterprise by TargetVision® Edit Pro™
Enterprise by TargetVision® Edit™
Enterprise by TargetVision® Edit Lite™
Enterprise by TargetVision® Broadcast Pro™
Enterprise by TargetVision® Broadcast™
Enterprise by TargetVision® Broadcast Data Pro™
Enterprise by TargetVision® Broadcast in a Box™
Enterprise by TargetVision® Web Publisher™
Enterprise by TargetVision® Kiosk Control ™
Enterprise by TargetVision® LiveTV Player™
Enterprise by TargetVision® Video Event Controller
[PRO-8/PRO-16]™
Enterprise by TargetVision® Video Event Controller
[MINI-T PRO]™
TargetVision® Interface for Philips® SmartCard
Television™
TargetVision® ControlPoint™
TargetVision®IP/TV Player™
TargetVision® NewsBreak™
TargetVision® Service Bureau™
TargetVision® Life & Wellness™
TargetVision® Call Center Content™
TargetVision® Electric Utility News™
TargetVision® Pharmaceutical News™
TargetVision® Canadian News™
TargetVision® AP Headline News™
TargetVision® Weather Interface for ULTIMETER®
Weather Stations™
enterprise TargetVision™ (and design)™
enterprise ranger vision (and design)

RECORDED: 10/27/2005