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To the Honorable Commissioner of Patents and Trademarks, please return the attached original documents or copy thereof.

Name of conveying party(ies):

Pinkerton Computer Consultants, Inc.

- Individual(s) Association
- General Partnership Limited Partnership

Corporation-State PA MRS 2/12/2
Other _____

Additional name(s) of conveying party(ies) attached? Yes No

Nature of conveyance:

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

Execution Date: November 7, 2001

2. Name and address of receiving party(ies)

Name: Madison Capital Funding LLC

Internal Address: _____

Street Address: 303 W. Madison

City: Chicago State: IL ZIP: 60606

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Delaware LLC

If assignee is not domiciled in the United States, a domestic representative designator is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

FEB 12 2002

Additional numbers attached? Yes No

Name and address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath

Internal Address: Winston & Strawn
33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:
N/A

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

03/05/2002 BYRNE 00000326 2204480
01 FC:481 40.00 OP
02 FC:482 50.00 OP

Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Laura Konrath
Name of Person Signing

Signature

Date

1/14/02

Total number of pages including cover sheet, attachments, and document: 3

Continuation Item 1

PROVIDENT COMPUTER CONSULTANTS, INC.
a Pennsylvania Corporation

Continuation Item 4

Schedule 1 to
Trademark Security Agreement

TRADEMARKS AND TRADEMARK REGISTRATIONS

Trademark	Reg. No.	Reg. Date
Pinkerton Computer Consultants	2,284,488	10/12/99
Finds	75/907018	2/1/00
E.Now!	75/907097	2/1/00

TRADEMARK APPLICATIONS

Mark Date Filed Serial No.
None.

TRADEMARK LICENSES

Agreement Parties Date of Agreement Subject Matter

As Licensee
None.

As Licensor
None.

Part 2

TRADEMARK SECURITY AGREEMENT

**(TRADEMARKS, TRADEMARK APPLICATIONS
AND TRADEMARK LICENSES)**

WHEREAS, Pinkerton Computer Consultants, Inc., a Pennsylvania corporation (herein referred to as "**Grantor**"), owns the Trademarks listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto;

WHEREAS, Grantor, PCCI Holdings, Inc., the Lenders referred to therein and Banc of America Commercial Finance Corporation, as Agent, are parties to a Credit Agreement dated as of September 27, 2000 (as the same may be amended and in effect from time to time among said parties and such lenders (the "**Lenders**") as may from time to time be parties thereto, the "**Credit Agreement**");

WHEREAS, pursuant to the terms of the Security Agreement dated as of September 27, 2000 (as said Agreement may be amended and in effect from time to time, the "**Security Agreement**") among Grantor, the Subsidiary Grantors parties thereto and Madison Capital Funding LLC, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Security Agreement, the "**Grantee**"), Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien on substantially all the assets of the Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure its Secured Obligations (as defined in the Security Agreement);

WHEREAS, pursuant to that certain Credit Agreement dated as of September 27, 2000 among the Grantor, PCCI Holdings, Inc., certain lenders (the "**Lenders**") and Banc of America Commercial Finance Corporation (the "**Original Agent**") (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), Original Agent and the Lenders have agreed to make certain loans to the Grantor, and to extend certain other financial accommodations to or for the benefit of the Grantor;

WHEREAS, pursuant to a certain Security Agreement dated as of September 27, 2000 between the Original Agent and the Grantor (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "**Security Agreement**") the Company has granted to the Original Agent, for the ratable benefit of the Original Agent and the Lenders, a continuing security interest in certain of the Grantor's assets, including, without limitation, the Trademarks (as defined below); and

WHEREAS, pursuant to that certain Assignment and Assumption and Omnibus Amendment Agreement dated as of the date hereof among the Original Agent, Agent and Grantor, Original Agent has assigned to Agent, and Agent has assumed, all of Original Agent's rights and obligations under the Credit Agreement and the other Financing Documents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure its Secured

Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether presently existing or hereafter arising or acquired:

(i) each Trademark (as defined in the Security Agreement) owned by Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) each Trademark License (as defined in the Security Agreement) to which Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, and all rights and benefits of Grantor under any Trademark License, including, without limitation, any Trademark License identified in Schedule 1 hereto, or for injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Security Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the foregoing Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee 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.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 7th day of November, 2001.

PINKERTON COMPUTER
CONSULTANTS, INC.

By: 

Name: Richard J. Quigley
Title: Chief Operating Officer

PROVIDENT COMPUTER
CONSULTANTS, INC.

By: 

Name: William Wyszec
Title: President

Acknowledged:

MADISON CAPITAL FUNDING LLC, as Agent

By: Trevor J. Clark
Name: Trevor J. Clark
Title: Managing Director

TRADEMARKS AND TRADEMARK REGISTRATIONS

Trademark	Reg. No.	Reg. Date
Pinkerton Computer Consultants	2,284,488	10/12/99
Finds	75/907018	2/1/00
E.Now!	75/907097	2/1/00

TRADEMARK APPLICATIONS

Mark Date Filed Serial No.
None.

TRADEMARK LICENSES

Agreement Parties Date of Agreement Subject Matter

As Licensee
None.

As Licensor
None.