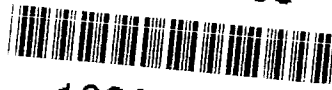


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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Infocrossing, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [X] Corporation-State Delaware [] Other

2. Name and address of receiving party(ies) Name: Infocrossing Agent, Inc. Internal Address: Street Address: 345 Park Avenue, 16th Floor City: New York State: NY Zip: 10154 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [X] Corporation - State Delaware [] Other

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

3. Nature of conveyance: [] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Notice of Grant of Security Interest Execution Date: October 21, 2003

B. Trademark Registration No.(s) PLEASE SEE THE ATTACHED.

4. Application number(s) or registration number(s): A. Trademark Application No.(s) Additional number(s) attached? [X] Yes [] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Elizabeth J. Moody Internal Address: Paul, Weiss, Rifkind, Wharton & Garrison LLP Street Address: 1285 Avenue of the Americas City: New York State: NY Zip: 10019-6064

6. Total number of applications and registrations involved: 4 7. Total fee (37 CFR 3.41) \$ 115.00 [X] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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. Elizabeth J. Moody Name of Person Signing Signature Date 11/13/03

Total number of pages including cover sheet, attachments, and documents: 4

11/17/2003 ECUOPER 00000106 263603E

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

01 FC:8521 40.00 OP 02 FC:8522 75.00 OP

TRADEMARKS

<u>Trademark No.</u>	Description of Trademark <u>Item</u>	<u>Date of Trademark</u>
2,636,092	Miscellaneous Design	10/15/02
2,531,351	COSI	1/22/02
2,632,496	INFOCROSSING	07/01/03
2,435,454	AmQuest, Inc.	03/13/01

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Guaranty and Security Agreement dated as of October 21, 2003 (the "Agreement"), by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors") and Infocrossing Agent, Inc. as Agent (the "Agent") for the Lenders referenced therein (the "Lenders"), the undersigned Obligor has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications shown below to the Agent for the ratable benefit of the Lenders:

TRADEMARKS

<u>Trademark No.</u>	<u>Description of Trademark Item</u>	<u>Date of Trademark</u>
2,636,092	Miscellaneous Design	10/15/02
2,531,351	COSI	1/22/02
2,632,496	INFOCROSSING	07/01/03
2,435,454	AmQuest, Inc.	03/13/01

[The remainder of this page is intentionally left blank]

The Obligors and the Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

Infocrossing, Inc.

By: 

Name: NICHOLAS J. LETIZIA

Title: SENIOR VICE PRESIDENT

Acknowledged and Accepted:

INFOCROSSING AGENT, INC.

By: _____

Name: Tyler Zachem

Title: President

The Obligors and the Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

Infocrossing, Inc.

By: _____

Name: _____

Title: _____

Acknowledged and Accepted:

INFOCROSSING AGENT, INC.

By: _____

Name: Tyler Zachem

Title: President