

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

1. Name of conveying party(ies):
VERSATECH CONSULTING, INC.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State DE
 Other _____

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 07/19/2004

2. Name and address of receiving party(ies)
Name: FIRST SOURCE FINANCIAL, INC.
Internal
Address: Fifth Floor

Street Address: 2850 West Golf Road
City: Rolling Meadows State: IL Zip: 60008

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) N.A.

Additional number(s) attached Yes No

B. Trademark Registration No.(s) 2705092

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: _____
Internal: Attn: Penelope J.A. Agodoa
Federal Research Company, LLC
1030 15th Street, NW, Suite 920
Washington, DC 20005
202.783.2700
Street Address: _____
City: _____ State: _____ Zip: _____

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
50-3155

DO NOT USE THIS SPACE

9. Signature.
Penelope S. Johnson *Penelope S. Johnson* 07/26/2004
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 6

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

CH \$40.00 503155 2705092

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 19th day of July, 2004 by **VERSATECH CONSULTING, INC.**, a Delaware corporation ("Grantor") in favor of **FIRST SOURCE FINANCIAL, INC.**, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

WITNESSETH

WHEREAS, Grantor and Grantee are parties to a certain Amended and Restated Secured Credit Agreement of even date herewith (as supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement dated as of September 1, 1999 between Grantor and Grantee (as supplemented and reaffirmed pursuant to that certain Master Reaffirmation Agreement of even date herewith by and among Grantor, certain affiliates of Grantor and Grantee and as the same may be further amended, restated, reaffirmed, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

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

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Liabilities, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

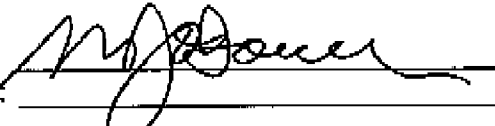
(i) each Trademark listed on Schedule 1 annexed hereto, together with all applications for registrations thereof, whether pending or in preparation, any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, licenses, royalties, income, payments and any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

GRANTOR:

VERSATECH CONSULTING, INC., a
Delaware corporation

By: 
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

FIRST SOURCE FINANCIAL, INC.,
as Agent

By: _____
Name: _____
Title: _____

Address:

2850 West Golf Road - Fifth Floor
Rolling Meadows, Illinois 60008
Attention: Contract Administration
Telecopy: (847) 734-7910, 7911
Telephone: (847) 734-2000

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

GRANTOR:

VERSATECH CONSULTING, INC., a
Delaware corporation

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

FIRST SOURCE FINANCIAL, INC.,
as Agent

By: Kathie J. Luorio
Name: Kathie J. Luorio
Title: Executive Vice President

Address:

2850 West Golf Road - Fifth Floor
Rolling Meadows, Illinois 60008
Attention: Contract Administration
Telecopy: (847) 734-7910, 7911
Telephone: (847) 734-2000

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
Versatech Consulting, Inc.	2705092	4/8/03

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
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