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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

02-26-2004



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

To the Honorable Commissioner

102678124

Attached original documents or copy thereof.

1. Name of conveying party(ies):

INFOCROSSING AGENT, INC., AS AGENT

- 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: February 13, 2004

2. Name and address of receiving party(ies)

Name: CAPITALSOURCE FINANCE LLC, as Agent

Internal Address: 12th Floor

Street Address: 4445 Willard Avenue

City: Chevy Chase State: MD Zip: 20815

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Limited Liability Company - Delaware

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.

B. Trademark Registration No.(s) 2,636,092;

2,531,351; 2,732,496; 2,435,454

Additional number(s) attached Yes No

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

Name:

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:

4

7. Total fee (37 CFR 3.41) \$ 115.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Penelope S. Johnson Name of Person Signing

Penelope S. Johnson Signature

February 20, 2004 Date

02/27/04 LMUELLER 00000032 2636092

Total number of pages including cover sheet, attachments, and document: 7

01 FC:8521 02 FC:8522

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

TRADEMARK REEL: 002918 FRAME: 0892

AMENDMENT AND ASSIGNMENT OF AGREEMENT (TRADEMARK)

This Amendment and Assignment of Agreement (TRADEMARK) dated as of February 13, 2004 (this "Amendment"), is made by and among Infocrossing Agent, Inc., in its capacity as Agent ("Retiring Agent") under the Loan Agreement (as defined below), CapitalSource Finance LLC, in its capacity as successor Agent ("Successor Agent") under the Loan Agreement, and Infocrossing, Inc. ("Borrower").

RECITALS

WHEREAS, Borrower and Retiring Agent entered into that certain Guaranty and Security Agreement dated as of October 21, 2003 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement");

WHEREAS, pursuant to the Guaranty and Security Agreement, Borrower granted to Retiring Agent, as agent on behalf of the Lenders under that certain Term Loan Agreement dated as of October 21, 2003 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") among Borrower, Retiring Agent and the Lenders party thereto from time to time, a continuing security interest in, among other things, all of Borrower's right, title and interest in and to the trademarks referred to in Attachment 1 hereto;

WHEREAS, pursuant to that certain Agreement Regarding Transitional Matters dated as of the date hereof (the "Transition Agreement") among Borrower, Retiring Agent, Successor Agent and CapitalSource Finance LLC, in its individual capacity, Retiring Agent has resigned as Agent under the Loan Agreement and has assigned and delegated its rights, remedies, duties and obligations under the Loan Agreement to Successor Agent as the successor Agent;

WHEREAS, Successor Agent has agreed to accept the assignment of the rights, remedies, and duties and assumes the obligations of the Agent under the Loan Agreement from Retiring Agent pursuant to the terms of the Transition Agreement;

WHEREAS, the parties hereto desire to execute this Amendment for the purposes of (i) amending the Guaranty and Security Agreement and the notice of such Guaranty Security Agreement in certain respects to reflect the transfer of Retiring Agent's interest as Agent to Successor Agent and (ii) evidencing in the United States Patent and Trademark Office the assignment by Retiring Agent to Successor Agent of all of Retiring Agent's rights, remedies, duties and obligations under the Guaranty and Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Borrower, Retiring Agent and Successor Agent hereby agree as follows:

1. Definitions. All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Loan Agreement.

2. Amendment of Guaranty and Security Agreement. The Guaranty and Security Agreement shall be amended such that Successor Agent shall replace Retiring Agent as “Agent” under thereunder and all references to “Agent” thereunder shall hereinafter refer to CapitalSource Finance LLC, as Agent for the Lenders.

3. Assignment. In connection with the assignments from Retiring Agent to Successor Agent under the Transition Agreement, Retiring Agent does hereby assign and transfer all of its respective rights, remedies, and duties and assumes the obligations as Agent under the Guaranty and Security Agreement to Successor Agent and Successor Agent hereby accepts Retiring Agent’s assignment and transfer of its rights, remedies, duties and obligations as Agent under the Guaranty and Security Agreement. The execution and delivery of this Amendment shall not in any way affect or modify the liability of Borrower under the Guaranty and Security Agreement hereby assigned, it being understood and agreed that notwithstanding this Amendment, all of the obligations of Borrower under the Guaranty and Security Agreement shall be and remain enforceable by Successor Agent, as Agent under the Guaranty and Security Agreement, or by its successors and assigns against Borrower.

4. Severability. Whenever possible, each provision of this Amendment will be interpreted in such manner as to be effective and valid under applicable law. In the event any provision of this Amendment is or is held to be invalid, illegal, or unenforceable under applicable law, such provision will be ineffective only to the extent of such invalidity, illegality, or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Amendment. In addition, in the event any provision of or obligation under this Amendment is or is held to be invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of the remaining provisions or obligations in any other jurisdictions will not in any way be affected or impaired thereby.

5. Section Titles. Section and Subsection titles in this Amendment are included for convenience of reference only, do not constitute a part of this Amendment for any other purpose, and have no substantive effect.

6. Successors and Assigns. This Amendment will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

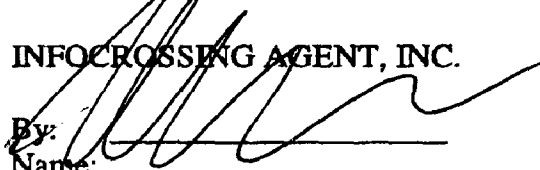
7. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York applicable to contracts made and performed in such state, without regard to the principles thereof regarding conflict of laws.

8. Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, will be deemed an original and all of which shall together constitute one and the same instrument. Any such counterpart which may be delivered by facsimile transmission shall be deemed the equivalent of an originally signed counterpart and shall be fully admissible in any enforcement proceedings regarding this Amendment.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed by its duly qualified officer on the date first written above.

INFOCROSSING AGENT, INC.

By: 
Name: _____
Title: _____

CAPITALSOURCE FINANCE LLC

By: _____
Name: _____
Title: _____

INFOCROSSING, INC.

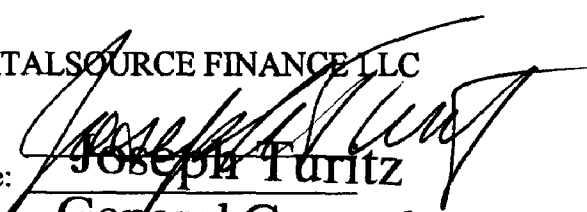
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed by its duly qualified officer on the date first written above.

INFOCROSSING AGENT, INC.

By: _____
Name: _____
Title: _____

CAPITALSOURCE FINANCE LLC

By: 
Name: Joseph Turitz
Title: General Counsel

INFOCROSSING, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed by its duly qualified officer on the date first written above.

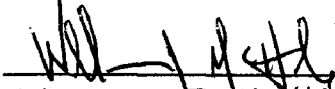
INFCROSSING AGENT, INC.

By: _____
Name: _____
Title: _____

CAPITALSOURCE FINANCE LLC

By: _____
Name: _____
Title: _____

INFCROSSING, INC.

By: 
Name: WILLIAM A. MICHALE
Title: SENIOR VICE PRESIDENT

ATTACHMENT 1

<u>Trademark</u>	<u>Reg/Serial No.</u>	<u>Reg/Filing Date</u>
Miscellaneous Design	2,636,092	10/15/02
COSI	2,531,351	1/22/02
INFOCROSSING	2,732,496	7/1/03
AmQuest, Inc.	2,435,454	3/13/01

Amendment and Assignment of Agreement (Trademark)

RECORDED: 02/26/2004

TRADEMARK
REEL: 002918 FRAME: 0898