

TRADEMARK ASSIGNMENT

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
DecisionOne Corporation		11/10/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, Inc., as Collateral Agent
Street Address:	One Boston Place, Suite 1800
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	1360184	DACS
Registration Number:	1827284	DEXTRA
Registration Number:	2152648	DECISIONONE D1
Registration Number:	2152647	D1
Registration Number:	2152646	D1
Registration Number:	2168647	DECISIONONE
Registration Number:	2179892	NEEDS:MANY DECISIONONE
Registration Number:	2253283	USERS:MANY-DECISIONONE
Registration Number:	2262990	DUPLICARD
Registration Number:	2268619	ASSETONE
Registration Number:	2268621	EXPERTONE
Registration Number:	2268620	NETWORKONE
Registration Number:	2273902	LOGISTICSONE
Registration Number:	2275701	MIDRANGEONE
Registration Number:	2282845	SYSTEMS:MANY-DECISIONONE

OP \$490.00 1360184

Registration Number:	2320248	ONE TO 1
Registration Number:	2327813	MAINONE
Registration Number:	2755086	D1 DECISIONONE
Registration Number:	2755085	D1 DECISIONONE TECHNOLOGY SUPPORT FOR THE DIGITAL WORLD.

CORRESPONDENCE DATA

Fax Number: (312)863-7865
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-201-3865
Email: sharon.patterson@goldbergkohn.com
Correspondent Name: Sharon Patterson
Address Line 1: 55 E. Monroe St., Ste. 3700
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.096
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NAME OF SUBMITTER:	Sharon Patterson
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Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 10, 2004, is between DECISIONONE CORPORATION, a Delaware corporation (the "Grantor"), and WELLS FARGO FOOTHILL, INC., as successor collateral agent (together with any successor(s) thereto in such capacity, the "Collateral Agent") for each of the Secured Creditors;

WITNESSETH:

WHEREAS, pursuant to a Loan Agreement, dated as of April 18, 2000 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Revolving Loan Agreement"), among the Grantor, certain subsidiaries of the Grantor named as guarantors therein, the various financial institutions as are, or may from time to time become, parties thereto (the "Revolving Lenders"), the Collateral Agent, as successor collateral agent for the Revolving Lenders (in such capacity, the "Revolving Collateral Agent"), and Wells Fargo Foothill, Inc., as administrative agent for the Revolving Lenders (in such capacity, the "Revolving Administrative Agent" and, together with the Revolving Collateral Agent, the "Revolving Agents"), the Revolving Lenders have provided a revolving credit facility to the Grantor pursuant to which the Revolving Lenders will from time to time make revolving credit loans to the Grantor in an aggregate principal amount at any one time outstanding not to exceed \$25,000,000 (the "Revolving Loans"), and such revolving credit facility will include a subfacility for the issuance of letters of credit for the account of the Grantor (the "Letters of Credit"); and

WHEREAS, pursuant to an Amended and Restated Credit Agreement, dated as of April 18, 2000 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Term Loan Agreement"), among the Grantor, certain subsidiaries of the Grantor named as guarantors therein, the various financial institutions as are, or may from time to time become, parties thereto (the "Term Loan Lenders"), and Fleet National Bank, as administrative agent for the Term Loan Lenders (in such capacity, the "Term Loan Administrative Agent"), the Term Loan Lenders have agreed to amend and restate the Existing Credit Agreement (as defined in the Term Loan Agreement) to, inter alia, provide for the continued extension of term loans to the Grantor in the aggregate principal amount of \$250,000,000 (collectively, the "Term Loan"); and

WHEREAS, in connection with the Revolving Loan Agreement and the Term Loan Agreement, the Grantor has executed and delivered a Borrower Security Agreement, dated as of April 18, 2000 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to clause (g) of Section 4.1.4 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Collateral Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Revolving Lenders to make and maintain the Revolving Loans and to assist the Grantor in obtaining the issuance of Letters of Credit pursuant to the Revolving Loan Agreement and the Term Loan Lenders to amend and restate the Existing Credit Agreement pursuant to the Term Loan Agreement, the Grantor agrees, for the benefit of each Secured Creditor, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. (a) For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Revolving Loan Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Collateral Agent, and grant to the Collateral Agent a security interest in, for its benefit and the benefit of each Secured Creditor, all of the following property, whether now owned or hereafter acquired or existing (the "Trademark Collateral");

(i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (i) being collectively called a "Trademark"), now existing in the United States of America or hereafter adopted or acquired in the United States of America, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 attached hereto;

(ii) all Trademark licenses and other agreements providing the Grantor with the right to use any items of the type described in clause (i), including each Trademark license referred to in Item B of Attachment 1 attached hereto;

(iii) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (i) and (ii);

(iv) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (i) and, to the extent applicable, clause (ii); and

(v) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

(b) For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Term Loan Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Collateral Agent, and grant to the Collateral Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the Trademark Collateral.

(c) Collateral Agent's security interest in the Collateral securing the Revolving Loan Obligations shall have priority over Collateral Agent's security interest in the Collateral securing the Term Loan Obligations.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for its benefit and the benefit of each Secured Creditor under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent and each Secured Creditor thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon (i) the sale, transfer or other disposition of Collateral in accordance with the terms of the Revolving Credit Agreement and the Term Loan Agreement or (ii) the payment in full of the Secured Obligations after the Commitment has been terminated and all Letters of Credit have been canceled or cash collateralized, (A) the security interests created hereby shall terminate with respect to (x) such Collateral (in the case of clause (i) but not in the proceeds thereof) or (y) all of the Collateral (in the case of clause (ii)), and all rights to such Collateral shall revert to the Grantor, and (B) the Agent will, upon the Grantor's request and at the Grantor's expense promptly, (x) return to the Grantor such of the Collateral as shall not have been sold or otherwise disposed of or applied pursuant to the terms hereof, and (y) execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination, all without any representation, warranty or recourse whatsoever.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Secured Debt Agreement, etc. This Agreement is a Secured Debt Agreement executed pursuant to the Security Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Security Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DECISIONONE CORPORATION

By: 

Title: VP & CFO

WELLS FARGO FOOTHILL, INC.,
as Collateral Agent

By: 

Title: VP

ATTACHMENT I
to Borrower Trademark
Security Agreement

Item A. Trademarks

Registered Trademarks

<u>*Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
United States	Dacs	1360184	09/17/85
United States	Dextra	1827284	03/22/94
United States	DecisionOne D1	2152648	04/21/98
United States	DecisionOne D1	2152647	04/21/98
United States	DecisionOne D1	2152646	04/21/98
United States	DecisionOne	2168647	06/23/98
United States	Needs:Many DecisionOne	2179892	08/11/98
United States	Users: Many DecisionOne	2253283	06/15/99
United States	Duplicard	2262990	07/20/99
United States	AssetOne	2268619	08/10/99
United States	ExpertOne	2268621	08/10/99
United States	NetworkOne	2268620	08/10/99
United States	LogisticsOne	2273902	08/31/99
United States	MidrangeOne	2275701	09/07/99
United States	Systems: Many- DecisionOne	2282845	10/05/99
United States	One to 1	2320248	02/22/00
United States	MainOne	2327813	03/14/00

* List items related to the United States first for ease of recordation. List items related to other countries next, grouped by country and in alphabetical order by country name.

United States	DI DecisionOne	2755086	08/26/03
United States	DI DecisionOne Technology Support for the Digital World	2755085	08/26/03
Australia	D1 Logo	766485	01/14/00
Australia	DecisionOne	766486	01/14/00
Austria	Sorbus International	115374	06/03/87
Canada	DecisionOne	TMA511,793	05/13/99
Canada	D1 & Design	TMA532,163	09/05/00
Canada	D1 & Design	TMA532,164	09/05/00
European Union	D1 (Stylized)	207324	04/01/96
European Union	DecisionOne	207357	04/01/96
European Union	CallOne	00884270	12/11/99
European Union	NetworkOne	00891457	12/15/99
European Union	DecisionOne and Design	223686209	06/30/03
Hong Kong	Sorbus	229/1989	01/27/89
Mexico	DecisionOne and Design	767934	08/30/01
Mexico	DecisionOne and Design	748181	05/24/02
Mexico	DecisionOne and Design	763582	09/30/02
New Zealand	D1 Logo	294805	02/08/00
New Zealand	D1 Logo	294806	02/08/00
New Zealand	D1 Logo	294807	02/08/00
New Zealand	DecisionOne	294802	08/18/00

New Zealand	DecisionOne	294803	08/18/00
New Zealand	DecisionOne	294804	08/18/00
New Zealand	DecisionOne and Design	644516	03/31/03
New Zealand	DecisionOne and Design	644517	03/31/03
New Zealand	DecisionOne and Design	644518	03/31/03
Romania	Sorbus	29731	11/20/96
Switzerland	Sorbus International	356470	09/01/86
United Kingdom	Sorbus International	1276574	09/01/86
United Kingdom	Sorbus International	1276573	09/01/86
United Kingdom	Sorbus International	1278764	10/01/86

Pending Trademark Applications

<u>*Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
Australia	DecisionOne and Design	886159	09/05/01
Canada	DecisionOne and Design	1,114,967	09/07/01
Japan	DecisionOne and Design	2001-81827	09/10/01

Trademark Applications in Preparation

<u>*Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/Services</u>
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NONE

Item B. Trademark Licenses

<u>*Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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NONE