

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IPNet Solutions, Inc.		11/15/2004	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	D.B. Zwirn Special Opportunities Fund, L.P.
Street Address:	745 Fifth Avenue, 18th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10151
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 10		
Property Type	Number	Word Mark
Registration Number:	2501694	IPNET
Registration Number:	2679521	IPNET
Registration Number:	2201989	IP* EDI.LINK
Registration Number:	2587296	IPNET EBIZNESS
Registration Number:	2201990	IP*NET SUITE
Registration Number:	2246446	IP* CUSTOMER.LINK
Registration Number:	2676426	IPNET
Registration Number:	2470103	IPNET SOLUTIONS
Registration Number:	2476181	CTR
Registration Number:	2278347	IP NET HAS THE SOLUTION

CORRESPONDENCE DATA	
Fax Number:	(213)996-3339
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2136836339
Email:	claudiaimmerzeel@paulhastings.com

OP \$265.00 2501694

Correspondent Name: Paul Hastings Janofsky & Walker LLP
Address Line 1: 515 S. Flower Street, 25th Floor
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:

45331.00030

NAME OF SUBMITTER:

Claudia Immerzeel

Total Attachments: 5

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EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 15th day of November, 2004, IPNET SOLUTIONS, INC., a California corporation ("Guarantor"), and D.B. ZWIRN SPECIAL OPPORTUNITIES FUND, L.P., in its capacity as Agent for the Lender Group (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of November 15, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Inovis International, Inc., a Delaware corporation ("Parent"), and each of Parent's Affiliates and Subsidiaries identified on the signature pages thereof (such Affiliates and Subsidiaries, together with Parent are referred to hereinafter individually as a "Borrower" and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Guarantor shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Security Agreement dated as of November 15, 2004 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Guarantor is required to execute and deliver to Agent, for the benefit of Lender Group, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Guarantor hereby grants to Agent, for the benefit of the Lender Group, a continuing first priority security interest (subject only to the WFF Agent's Lien) in all of such Guarantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all modifications, reissues, continuations, extensions, and renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Guarantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Guarantor hereby acknowledges and affirms that the rights and remedies of Agent 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.

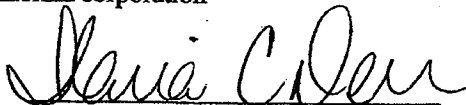
4. AUTHORIZATION TO SUPPLEMENT. If Guarantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Guarantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Guarantor's obligations under this Section 4, Guarantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Guarantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature page follows]

IN WITNESS WHEREOF, each Guarantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first above.

IPNET SOLUTIONS, INC.,
a California corporation

By: 

Name: Ilaria C. Derr

Title: President

[SIGNATURE PAGE TO IPNET TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND ACKNOWLEDGED

BY:

**D.B. ZWIRN SPECIAL OPPORTUNITIES
FUND, L.P.,**

a Delaware limited partnership, as Agent

By: D.B. Zwirn Partners, LLC, its General
Partner

By: Zwirn Holdings, LLC,
its Managing Member

By:



Name:

DANIEL B. ZWIRN

Title:

MANAGING MEMBER

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademarks

Country	Mark	Status	App/Reg Number	App/Reg Date	Current Record Owner
European Comm.	IPNET EBIZNESS	Registered	1938513	1/11/02	IPNET Solutions, Inc.
U.S.	IPNET	Registered	2501694	10/30/01	IPNET Solutions, Inc.
U.S.	IPNET	Registered	2679521	1/28/03	IPNET Solutions, Inc.
U.S.	IP* EDI.LINK	Registered	2201989	11/3/98	IPNET Solutions, Inc.
U.S.	IPNET EBIZNESS	Registered	2587296	7/2/02	IPNET Solutions, Inc.
U.S.	IP*NET SUITE	Registered	2201990	11/3/98	IPNET Solutions, Inc.
U.S.	IP* CUSTOMER.LINK	Registered	2246446	5/18/99	IPNET Solutions, Inc.
U.S.	IPNET	Registered	2676426	1/21/03	IPNET Solutions, Inc.
U.S.	IPNET SOLUTIONS	Registered	2470103	7/17/01	IPNET Solutions, Inc.
U.S.	CTR	Registered	2476181	8/7/01	IPNET Solutions, Inc.
U.S.	IP NET HAS THE SOLUTION	Registered	2278347	9/14/99	IPNET Solutions, Inc.