

Form PTO-159-4  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
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):  
Accretive Solutions, Inc.

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation      Delaware  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)  
Harris Trust and Savings Bank,  
Name: as agent  
Internal Address: \_\_\_\_\_  
Street Address: 111 West Monroe Street  
City: Chicago State: IL ZIP: 60603

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Illinois  
 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 a signature)  
 Additional names(s) & address(s) attached?  Yes  No

3. Nature of conveyance:

Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

Execution Date: December 31, 2004

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

B. Trademark Registration No.(s)  
2,594,065  
2,584,877  
2,727,890  
2,798,340  
2,747,885

Additional numbers attached?  Yes  No

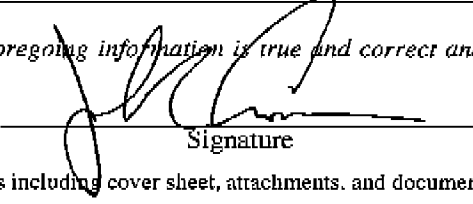
5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: John R. Crossan  
Internal Address: Chapman and Cutler LLP  
\_\_\_\_\_  
Street Address: 111 West Monroe Street  
\_\_\_\_\_  
City: Chicago State: IL ZIP: 60603

6. Total number of applications and trademarks involved: 5

7. Total fee (37 CFR 3.41) .....\$ 140.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
50-0305  
(Attach duplicate copy of this page if paying by deposit account)  
 Attorney Docket No. 1603299

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.*  
John R. Crossan                                                            January 3, 2005  
 Name of Person Signing                              Signature                              Date

Total number of pages including cover sheet, attachments, and document: 8

MAIL DOCUMENTS TO BE RECORDED WITH REQUIRED COVER SHEET INFORMATION TO:  
United States Patent and Trademark Office, Box Assignments  
Washington, DC 20231

CH \$140.00 500305 2694065

### TRADEMARK COLLATERAL AGREEMENT

This 31st day of December, 2004, Accretive Solutions, Inc., a Delaware corporation ("*Debtor*") with its principal place of business and mailing address at 888 Veterans Memorial Highway, Hauppauge, New York 11788, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, pledges to Harris Trust and Savings Bank, an Illinois banking corporation with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns, as agent ("*Secured Party*"), and grants to Secured Party for the benefit of the Secured Creditors (as defined in the Security Agreement defined below) a continuing security interest in, the following property:

(i) Each trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith by and among Debtor, Accountec Operating Corporation and Secured Party (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the pledge and security interest in the trademark registrations,

trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

ACCRETIVE SOLUTIONS, INC.

By   
Its VP.

MIKE G. REINELKE  
(Type or Print Name)

HARRIS TRUST AND SAVINGS BANK

By \_\_\_\_\_  
Its \_\_\_\_\_

\_\_\_\_\_  
(Type or Print Name)

trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

ACCRETIVE SOLUTIONS, INC.

By \_\_\_\_\_  
Its \_\_\_\_\_

\_\_\_\_\_  
(Type or Print Name)

HARRIS TRUST AND SAVINGS BANK

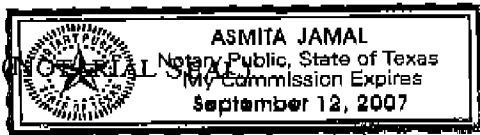
By  \_\_\_\_\_  
Its Director \_\_\_\_\_

Jay S. Dameron \_\_\_\_\_  
(Type or Print Name)

STATE OF Texas )  
COUNTY OF Fort Bend SS

I, Asmita Jamal a Notary Public in and for said County, in the State aforesaid, do hereby certify that Mike G. Reinecke, v.p. of Accretive Solutions, Inc., a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such v.p. and appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said limited liability company for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 31st day of December, 2004.



Asmita Jamal  
Notary Public

Asmita Jamal  
(Type or Print Name)

My Commission Expires:

Sept 12, 2007.

STATE OF ILLINOIS )  
  ) SS  
COUNTY OF COOK    )

I, Nancy A. Zarazua, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jay S. Dameron, Director of Harris Trust and Savings Bank, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Director, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 31st day of December, 2004.

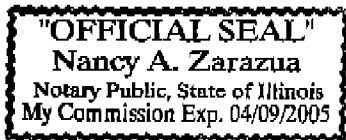
(NOTARIAL SEAL)

Nancy A. Zarazua  
Notary Public

My Commission Expires:

Nancy A. Zarazua  
(Type or Print Name)

April 9, 2005



**SCHEDULE A-1  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

<b>MARKS</b>	<b>REG. NO.</b>
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HORN WALLACE COLE	2,594,065
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HORN MURDOCK COLE	2,584,877
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DICKSON ALLAN	2,727,890
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ACCRETIVE	2,798,340
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ACCRETIVE SOLUTIONS	2,747,885
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**PENDING FEDERAL TRADEMARK APPLICATIONS**

None.

**COMMON LAW MARKS AND TRADE NAMES**

None.

**REGISTERED STATE TRADEMARKS  
AND TRADEMARK APPLICATIONS**

None.

**REGISTERED FOREIGN TRADEMARKS  
AND TRADEMARK APPLICATIONS**

None.

**SCHEDULE A-2  
TO TRADEMARK COLLATERAL AGREEMENT**

**TRADEMARK LICENSES**

None.