

09-22-2004

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)



102841662

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

9-22-04

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

1. Name of conveying party(ies):

Infocrossing, Inc.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other To correct Recordation of incorrect Trademark No. 2,632,496, originally recorded on 11/13/2003 Reel 002864 Frame 0363

Execution Date: October 21, 2003

2. Name and address of receiving party(ies)

Name: Infocrossing Agent, Inc. Internal Address:

Street Address: 345 Park Avenue, 16th Floor

City: New York State: NY Zip: 10154

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

B. Trademark Registration No.(s)

2,732,496

Additional number(s) attached? Yes No

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

Name: Elizabeth J. Moody, Esq.

Internal Address:

Paul, Weiss, Rifkind, Wharton & Garrison LLP

Street Address:

1285 Avenue of the Americas

City: New York State: NY Zip: 10019-6064

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:

50-0706

(Attach duplicate copy of this page if paying by deposit account)

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.

Elizabeth J. Moody Name of Person Signing

Signature

9/21/04 Date

Total number of pages including cover sheet, attachments, and documents: 19

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

TRADEMARK REEL: 003049 FRAME: 0001

AMENDED AND RESTATED
NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

WHEREAS, pursuant to the Notice of Grant of Security Interest in Trademarks dated as of October 21, 2003 (the "Trademark Notice"), the undersigned Obligor granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications shown below to the Agent for the benefit of the Lenders.

WHEREAS, the parties now wish to amend and restate the Trademark Notice in its entirety in order to correct the Registration Number of the INFOCROSSING trademark.

Please be advised that pursuant to the Guaranty and Security Agreement dated as of October 21, 2003 (the "Agreement"), by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors") and Infocrossing Agent, Inc. as Agent (the "Agent") for the Lenders referenced therein (the "Lenders"), the undersigned Obligor has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications shown below to the Agent for the ratable benefit of the Lenders.

TRADEMARKS

<u>Trademark No.</u>	<u>Description of Trademark Item</u>	<u>Date of Trademark</u>
2,636,092	Miscellaneous Design	10/15/02
2,531,351	COSI	1/22/02
2,732,496	INFOCROSSING	07/01/03
2,435,454	AmQuest, Inc.	03/13/01

The Obligors and the Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

Infocrossing, Inc.

By: _____
Name: _____
Title: _____

Acknowledged and Accepted:

INFOCROSSING AGENT, INC.

By: _____


Name: Tyler Zachem
Title: President

The Obligors and the Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

Infocrossing, Inc.

By: 

Name: NICHOLAS J. LETIZIA

Title: SENIOR VICE PRESIDENT

Acknowledged and Accepted:

INFOCROSSING AGENT, INC.

By: _____

Name: Tyler Zachem

Title: President

Doc #:NY6:676664.1