

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
EFFECTIVE DATE:	01/24/2005

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Help/Systems, Inc.		01/14/2005	CORPORATION: DELAWARE
Help/Systems Holdings, Inc.		01/14/2005	COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	Wells Fargo Foothill, Inc.
Street Address:	2450 Colorado Avenue, Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark
Registration Number:	2258735	OPAL
Registration Number:	1628993	ROBOT
Registration Number:	1978335	ROBOT/ALERT
Registration Number:	2208887	ROBOT/CLIENT
Registration Number:	1715358	ROBOT/CONSOLE
Registration Number:	2210906	ROBOT/CORRAL
Registration Number:	1639348	ROBOT/CPA
Registration Number:	2210907	ROBOT/DELIVER
Registration Number:	2755226	ROBOT/DOMINO
Registration Number:	1711417	ROBOT/NETWORK
Registration Number:	2222678	ROBOT/REPLAY
Registration Number:	1976839	ROBOT/REPORTS

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Registration Number:	1642436	ROBOT/SAVE
Registration Number:	2450545	ROBOT/SCHEDULE
Registration Number:	2534166	ROBOT/SPACE
Registration Number:	2910689	ROBOT/TRANSFORM
Registration Number:	2704354	ROBOT/TRAPPER
Registration Number:	1978481	ROBOT/UPS
Serial Number:	78493146	ROBOT/LPAR

**CORRESPONDENCE DATA**

Fax Number: (415)268-7522  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 415-268-6327  
Email: agarcia@mofo.com  
Correspondent Name: Lynn M. Humphreys  
Address Line 1: Morrison & Foerster LLP, 425 Market St.  
Address Line 4: San Francisco, CALIFORNIA 94105-2482

NAME OF SUBMITTER:	Lynn M. Humphreys
Signature:	/Lynn M. Humphreys/
Date:	04/07/2005

**Total Attachments: 6**  
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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 14<sup>th</sup> day of January, 2005, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group and the Bank Product Providers (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated January 14, 2005 (as amended, restated, supplemented or otherwise modified from time to time, including all schedules thereto, the "Credit Agreement") among Help/Systems, Inc., as borrower ("Borrower"), Help/Systems Holdings, Inc., as Parent ("Parent"), the lenders party thereto as "Lenders" ("Lenders"), and Agent, the Lender Group is willing to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement dated January 14, 2005 (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, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, 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, each Grantor 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. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing first priority security interest in all of such Grantor'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 rights in and to Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;
  - (b) all extensions, modifications and renewals of the foregoing;
  - (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
  - (d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with any Trademark.

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 and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor 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. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors, which become part of the Trademark Collateral under the Security Agreement. 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.

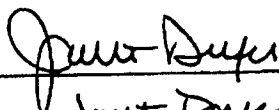
5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature page follows]

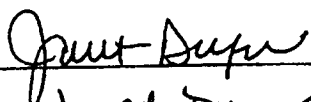
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

**HELP/SYSTEMS, INC.**, a Delaware corporation, as Grantor

By:   
Name: Janet Dwyer  
Title: President

**HELP/SYSTEMS HOLDINGS, INC.**, a Delaware company, as Grantor

By:   
Name: Janet Dwyer  
Title: President

**AGENT:**

**WELLS FARGO FOOTHILL, INC.**, a California corporation, as Agent

By: \_\_\_\_\_  
Name:  
Title:

SIGNATURE PAGE OF TRADEMARK SECURITY AGREEMENT

ny-590835

TRADEMARK  
REEL: 003061 FRAME: 0777

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

**GRANTORS:**

**HELP/SYSTEMS, INC.,** a Delaware corporation, as Grantor

By: \_\_\_\_\_

Name:  
Title:

**HELP/SYSTEMS HOLDINGS, INC.,**  
a Delaware company, as Grantor

By: \_\_\_\_\_

Name:  
Title:

**AGENT:**

**WELLS FARGO FOOTHILL, INC.,** a California corporation, as Agent

By: \_\_\_\_\_

Name:  
Title:

SIGNATURE PAGE OF TRADEMARK SECURITY AGREEMENT

ny-590835

**TRADEMARK**  
**REEL: 003061 FRAME: 0778**

**SCHEDULE I**  
TO  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

Grantor	Trademark	Country	Registration No.	Registration Date
Help/Systems Inc.	OPAL	U.S.	2,258,735	7/6/99
Help/Systems Inc.	ROBOT	U.S.	1,628,993	6/12/01
Help/Systems Inc.	ROBOT/ALERT	U.S.	1,978,335	6/4/96
Help/Systems Inc.	ROBOT/CLIENT	U.S.	2,208,887	12/8/98
Help/Systems Inc.	ROBOT/CONSOLE	U.S.	1,715,358	9/15/92
Help/Systems Inc.	ROBOT/CORRAL	U.S.	2,210,906	12/15/98
Help/Systems Inc.	ROBOT/CPA	U.S.	1,639,348	3/26/91
Help/Systems Inc.	ROBOT/DELIVER	U.S.	2,210,907	12/15/98
Help/Systems Inc.	ROBOT/DOMINO	U.S.	2,755,226	8/26/03
Help/Systems Inc.	ROBOT/NETWORK	U.S.	1,711,417	9/1/92
Help/Systems Inc.	ROBOT/REPLAY	U.S.	2,222,678	2/9/99
Help/Systems Inc.	ROBOT/REPORTS	U.S.	1,976,839	5/28/96
Help/Systems Inc.	ROBOT/SAVE	U.S.	1,642,436	4/23/91
Help/Systems Inc.	ROBOT/SCHEDULE	U.S.	2,450,545	5/15/01
Help/Systems Inc.	ROBOT/SPACE	U.S.	2,534,166	1/29/02
Help/Systems Inc.	ROBOT/TRANSFORM	U.S.	2,910,689	12/14/04
Help/Systems Inc.	ROBOT/TRAPPER	U.S.	2,704,354	4/8/03
Help/Systems Inc.	ROBOT/UPS	U.S.	1,978,481	6/4/96

**TRADEMARK APPLICATIONS**

<b>Grantor</b>	<b>Trademark</b>	<b>Country</b>	<b>Application No.</b>	<b>Application Date</b>
Help/Systems Inc.	ROBOT/LPAR	U.S.	78/493,146	10/01/04