

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Conveying party data. The conveying party's name should be Howard Systems International, Inc., not "Hooward" previously recorded on Reel 003068 Frame 234. Assignor(s) hereby confirms the Collateral Assignment and Security Agreement.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Howard Systems International, Inc.		05/21/2004	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	People's Bank
Street Address:	350 Bedford Street
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901-1741
Entity Type:	Connecticut state-chartered banking corporation: CONNECTICUT

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2450652	HOWARD SYSTEMS INTERNATIONAL
Registration Number:	2454676	HOWARD SYSTEMS INTERNATIONAL
Registration Number:	2475092	
Registration Number:	2553437	HOWARD SYSTEMS SOLUTIONS GROUP
Registration Number:	2609733	CLIENT FOCUSED - SOLUTIONS DRIVEN

CORRESPONDENCE DATA

Fax Number: (860)251-5214
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: trademarks@goodwin.com
 Correspondent Name: Patricia C. Gagnon, RP
 Address Line 1: One Constitution Plaza
 Address Line 2: Shipman & Goodwin LLP
 Address Line 4: Hartford, CONNECTICUT 06103-1919

OP \$140.00 2450652

NAME OF SUBMITTER:	Patricia C. Gagnon
Signature:	/Patricia C. Gagnon/
Date:	04/20/2005

Total Attachments: 18

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UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
 ASSISTANT SECRETARY AND COMMISSIONER
 OF PATENTS AND TRADEMARKS
 Washington, D.C. 20231

APRIL 18, 2005

PTAS



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PATRICIA C. GAGNON
 SHIPMAN & GOODWIN LLP
 ONE CONSTITUTION PLAZA
 HARTFORD, CT 06103-1919

UNITED STATES PATENT AND TRADEMARK OFFICE
 NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 04/18/2005

REEL/FRAME: 003068/0234
 NUMBER OF PAGES: 16

BRIEF: COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

ASSIGNOR:

HOAWARD SYSTEMS INTERNATIONAL,
 INC.

DOC DATE: 05/21/2004
 CITIZENSHIP: NEW YORK
 ENTITY: CORPORATION

ASSIGNEE:

PEOPLE'S BANK
 350 BEDFORD STREET
 STAMFORD, CONNECTICUT 06901-1741

CITIZENSHIP: CONNECTICUT
 ENTITY: CONNECTICUT STATE-
 CHARTERED BANKING
 CORPORATION

APPLICATION NUMBER: 75816510
 REGISTRATION NUMBER: 2450652

FILING DATE: 10/06/1999
 ISSUE DATE: 05/15/2001

MARK: HOWARD SYSTEMS INTERNATIONAL
 DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

TRADEMARK
REEL: 003069 FRAME: 0670

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

04/18/2005
900023233

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Collateral Assignment and Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hooward Systems International, Inc.		05/21/2004	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	People's Bank
Street Address:	350 Bedford Street
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901-1741
Entity Type:	Connecticut state-chartered banking corporation: CONNECTICUT

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2450652	HOWARD SYSTEMS INTERNATIONAL
Registration Number:	2454676	HOWARD SYSTEMS INTERNATIONAL
Registration Number:	2475092	
Registration Number:	2553437	HOWARD SYSTEMS SOLUTIONS GROUP
Registration Number:	2609733	CLIENT FOCUSED - SOLUTIONS DRIVEN

CORRESPONDENCE DATA

Fax Number: (860)251-5214
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 860 251 5822
 Email: trademarks@goodwin.com
 Correspondent Name: Patricia C. Gagnon
 Address Line 1: Shipman & Goodwin LLP
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 Address Line 4: Hartford, CONNECTICUT 06103-1919

OP \$140.00 2450652

003068/0234 PAGE 2

APPLICATION NUMBER: 75811290
REGISTRATION NUMBER: 2454676

FILING DATE: 09/29/1999
ISSUE DATE: 05/29/2001

MARK: HOWARD SYSTEMS INTERNATIONAL
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75811393
REGISTRATION NUMBER: 2475092

FILING DATE: 09/29/1999
ISSUE DATE: 08/07/2001

MARK:
DRAWING TYPE: MISCELLANEOUS DESIGN

APPLICATION NUMBER: 75811279
REGISTRATION NUMBER: 2553437

FILING DATE: 09/29/1999
ISSUE DATE: 03/26/2002

MARK: HOWARD SYSTEMS SOLUTIONS GROUP
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 76333955
REGISTRATION NUMBER: 2609733

FILING DATE: 11/02/2001
ISSUE DATE: 08/20/2002

MARK: CLIENT FOCUSED - SOLUTIONS DRIVEN
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

DOROTHY RILEY, PARALEGAL
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

NAME OF SUBMITTER:	Patricia C. Gagnon
Signature:	/Patricia C. Gagnon/
Date:	04/18/2005
Total Attachments: 14 source=Collateral Assgmt Howard - People's#page1.tif source=Collateral Assgmt Howard - People's#page2.tif source=Collateral Assgmt Howard - People's#page3.tif source=Collateral Assgmt Howard - People's#page4.tif source=Collateral Assgmt Howard - People's#page5.tif source=Collateral Assgmt Howard - People's#page6.tif source=Collateral Assgmt Howard - People's#page7.tif source=Collateral Assgmt Howard - People's#page8.tif source=Collateral Assgmt Howard - People's#page9.tif source=Collateral Assgmt Howard - People's#page10.tif source=Collateral Assgmt Howard - People's#page11.tif source=Collateral Assgmt Howard - People's#page12.tif source=Collateral Assgmt Howard - People's#page13.tif source=Collateral Assgmt Howard - People's#page14.tif	

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT ("Agreement"), dated as of May 21, 2004, is by and between **HOWARD SYSTEMS INTERNATIONAL, INC.**, a New York corporation with its principal place of business located at Two Stamford Plaza, Suite 1110, Stamford, CT 06901 ("Borrower"), and **PEOPLE'S BANK**, a Connecticut state-chartered banking corporation with an office located at 350 Bedford Street, Stamford, CT 06901-1741 (the "Bank").

WITNESSETH:

WHEREAS, Borrower has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof; and

WHEREAS, Borrower and Bank have entered or are about to enter into financing arrangements pursuant to which the Bank may make loans and advances and provide other financial accommodations to Borrower as set forth in the Revolving Credit Agreement, dated as of the date hereof, by and between the Bank and Borrower (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Credit Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement and the Security Agreement, dated as of the date hereof, by and between the Bank and the Borrower (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Security Agreement") (all of the foregoing, together with the Credit Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Loan Documents"); and

WHEREAS, in order to induce the Bank to enter into the Credit Agreement and the other Loan Documents and to make loans and advances and provide other financial accommodations to Borrower pursuant thereto, Borrower has agreed to grant to the Bank certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby agrees as follows:

1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Borrower hereby grants to the Bank a continuing security interest in and a general lien upon, and a conditional assignment of (effective upon demand made after the occurrence of an Event of Default), the following (being collectively referred to herein as the "Collateral"): (a) all of Borrower's now existing or hereafter acquired right, title, and interest in and to: (i) all of Borrower's trademarks,

tradenames, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Borrower's use of any trademarks, tradenames, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, tradenames, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) the right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Borrower against third parties for past or future infringement of the Trademarks.

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to the Bank pursuant to this Agreement shall secure the prompt performance, observance and payment in full of the Obligations as such term is defined in the Loan Agreement ("Obligations" hereunder).

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Borrower hereby represents, warrants and covenants with and to the Bank the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Borrower shall pay and perform all of the Obligations according to their terms.

(b) All of the existing Collateral is valid and subsisting in full force and effect, and Borrower owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. There are no claims pending or contemplated challenging Borrower's rights in the Collateral. Borrower shall, at Borrower's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications, provided, however, that Borrower shall not be obligated to maintain any Collateral (other than Trademarks listed on Exhibit A) that Borrower has determined in its reasonable business judgment is no longer necessary or desirable in the conduct of its business. The Collateral is not subject to any liens,

claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: the security interests granted hereunder and pursuant to the Security Agreement, the security interests permitted under the Loan Agreement, and the licenses permitted under Section 3(e) below.

(c) Borrower shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of the Bank, except as otherwise permitted herein or in the Credit Agreement or the Security Agreement. Nothing in this Agreement shall be deemed a consent by any Bank to any such action, except as such action is expressly permitted hereunder.

(d) Borrower shall, at Borrower's expense, promptly perform all acts and execute all documents requested at any time by any Bank to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Borrower hereby authorizes the Bank to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by the Bank or as otherwise determined by the Bank. Borrower further authorizes the Bank to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(e) As of the date hereof, Borrower does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Borrower shall, concurrently with the execution and delivery of this Agreement, execute and deliver to the Bank five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to the Bank's exercise of the rights and remedies granted to the Bank hereunder.

(g) The Bank may, in its discretion, pay any amount or do any act which Borrower fails to pay or do as required hereunder or as requested by the Bank to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Borrower shall be liable to the Bank for any such payment, which payment, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Credit Agreement and shall be part of the Obligations secured hereby.

(h) Borrower shall not file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States,

unless Borrower has given the Bank thirty (30) days prior written notice of such action. If, after the date hereof, Borrower shall (i) obtain any registered trademark or trade name, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States or any State thereof, political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of the Bank, Borrower shall promptly execute and deliver to the Bank any and all assignments, agreements, instruments, documents and such other papers as may be requested by the Bank to evidence the security interest in and conditional assignment of such Trademark in favor of the Bank.

(i) Borrower has not abandoned any of the Trademarks and Borrower will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable unless in Borrower's reasonable business judgment the preservation of a Trademark (other than a Trademark listed on Exhibit A) is no longer desirable in the conduct of its business. Borrower shall notify the Bank immediately if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable.

(j) Borrower shall render any assistance, as the Bank shall determine is necessary, to the Bank in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Borrower's exclusive property and to protect the Borrower's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) No material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to the Bank, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of the Bank hereunder. Borrower shall promptly notify the Bank if Borrower (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by the Bank, Borrower, at Borrower's expense, shall join with the Bank in such action as the Bank, in the Bank's discretion, may deem advisable for the protection of the Bank's interest in and to the Trademarks.

(l) Borrower assumes all responsibility and liability arising from the use of the Trademarks and Borrower hereby indemnifies and holds the Bank harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Borrower (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture,

promotion, labeling, sale or advertisement of any such product by Borrower (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Credit Agreement.

(m) Borrower shall promptly pay the Bank for any and all expenditures made by the Bank pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Credit Agreement and shall be part of the Obligations secured hereby.

4. EVENTS OF DEFAULT

All Obligations shall become immediately due and payable, without notice or demand, at the option of the Bank, upon the occurrence of any Event of Default, as such term is defined in the Credit Agreement ("Event of Default" hereunder).

5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of the Bank, whether provided under this Agreement, the Credit Agreement, the Security Agreement, the other Loan Documents, applicable law or otherwise, the Bank shall have the following rights and remedies which may be exercised without notice to, or consent by, Borrower except as such notice or consent is expressly provided for hereunder:

(a) The Bank may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as the Bank shall in their discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(b) The Bank may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Borrower of intended disposition of Collateral is required by law, the giving of five (5) days prior written notice to Borrower of any proposed disposition shall be deemed reasonable notice thereof and Borrower waives any other notice with respect thereto. The Bank shall have the power to buy the Collateral or any part thereof, and the Bank shall also have the power to execute assurances and perform all other acts which the Bank may, in their discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Borrower shall be liable for any deficiency.

(c) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, the Bank may at any time

execute and deliver on behalf of Borrower, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Borrower agrees to pay the Bank on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Borrower agrees that the Bank has no obligation to preserve rights to the Trademarks against any other parties.

(d) The Bank may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, attorneys' fees and all legal, travel and other expenses which may be incurred by the Bank. Thereafter, the Bank may apply any remaining proceeds to such of the Obligations as the Bank may in its discretion determine. Borrower shall remain liable to the Bank for any of the Obligations remaining unpaid after the application of such proceeds, and Borrower shall pay the Bank on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Credit Agreement.

(e) Borrower shall supply to the Bank or to the Bank's designee, Borrower's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and Borrower's customer lists and other records relating to the Trademarks and the distribution thereof.

(f) Nothing contained herein shall be construed as requiring the Bank to take any such action at any time. All of the Bank's rights and remedies, whether provided under this Agreement, the Security Agreement, the other Loan Documents, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

(a) EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY OF THE LOAN DOCUMENTS, IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CONNECTICUT APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE, WITHOUT REGARD TO THE PRINCIPLES THEREOF REGARDING CONFLICTS OF LAWS, AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

(b) BORROWER HEREBY CONSENTS AND AGREES THAT THE STATE OR FEDERAL COURTS LOCATED IN CONNECTICUT SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN BORROWER AND THE BANK PERTAINING TO THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR TO ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS; PROVIDED,

THAT THE BANK AND BORROWER ACKNOWLEDGE THAT ANY APPEALS FROM THOSE COURTS MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE OF CONNECTICUT; AND FURTHER PROVIDED, THAT NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE THE BANK FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO COLLECT THE OBLIGATIONS, TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE OBLIGATIONS, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF THE BANK. BORROWER EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR SUIT COMMENCED IN ANY SUCH COURT, AND BORROWER HEREBY WAIVES ANY OBJECTION WHICH IT MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS. BORROWER HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS, COMPLAINT AND OTHER PROCESS ISSUED IN ANY SUCH ACTION OR SUIT AND AGREES THAT SERVICE OF SUCH SUMMONS, COMPLAINT AND OTHER PROCESS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO BORROWER AT THE ADDRESS SET FORTH IN THE CREDIT AGREEMENT AND THAT SERVICE SO MADE SHALL BE DEEMED COMPLETED UPON THE EARLIER OF BORROWER'S ACTUAL RECEIPT THEREOF OR THREE (3) DAYS AFTER DEPOSIT IN THE U.S. MAILS, PROPER POSTAGE PREPAID. BECAUSE DISPUTES ARISING IN CONNECTION WITH COMPLEX FINANCIAL TRANSACTIONS ARE MOST QUICKLY AND ECONOMICALLY RESOLVED BY AN EXPERIENCED AND EXPERT PERSON AND THE PARTIES WISH APPLICABLE STATE AND FEDERAL LAWS TO APPLY (RATHER THAN ARBITRATION RULES), THE PARTIES DESIRE THAT THEIR DISPUTES BE RESOLVED BY A JUDGE APPLYING SUCH APPLICABLE LAWS. THEREFORE, TO ACHIEVE THE BEST COMBINATION OF THE BENEFITS OF THE JUDICIAL SYSTEM AND OF ARBITRATION, THE PARTIES HERETO WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE BETWEEN THE BANK AND BORROWER ARISING OUT OF, CONNECTED WITH, RELATED OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THE LOAN DOCUMENTS OR THE TRANSACTIONS RELATED THERETO.

7. MISCELLANEOUS

(a) All notices, requests and demands hereunder shall be in writing (or by telex, fax or similar electronic transfer) and shall be deemed to have been duly given or made (1) when delivered by hand or (2) if given by mail, when deposited in the mails by certified mail, return receipt requested, or (3) if by telex, fax or similar electronic transfer, when sent and receipt has been confirmed, addressed to the parties, at their addresses or transmission numbers for notices provided in the Credit Agreement.

(b) All references to the plural herein shall also mean the singular and to the singular

shall also mean the plural. All references to Borrower and the Bank pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(e) hereof. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof.

(c) This Agreement shall be binding upon Borrower and its successors and assigns and inure to the benefit of and be enforceable by the Bank and its successors and assigns.

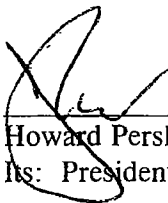
(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of the Bank. The Bank shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of the Bank. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by the Bank of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which the Bank would otherwise have on any future occasion, whether similar in kind or otherwise.

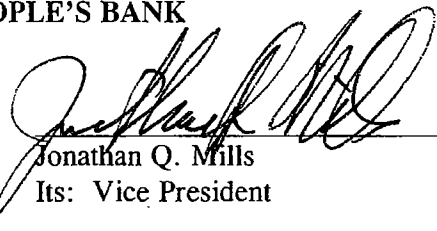
[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Borrower and the Bank have executed this Agreement as of the day and year first above written.

**HOWARD SYSTEMS INTERNATIONAL,
INC.**

By: 
Howard Persky
Its: President

PEOPLE'S BANK

By: 
Jonathan Q. Mills
Its: Vice President

STATE OF CONNECTICUT)
) ss.:
COUNTY OF FAIRFIELD)

On this 21st day of May, 2004, before me personally came Howard Persky, to me known, who being duly sworn, did depose and say, that he is the President of HOWARD SYSTEMS INTERNATIONAL, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Commissioner of the Court
Notary Public *Abigail Timbini*
My Commission Expires: April 30, 2009

STATE OF CONNECTICUT)
) ss.:
COUNTY OF FAIRFIELD)

On this 21st day of May, 2004, before me personally came Jonathan Q. Mills, to me known, who, being duly sworn, did depose and say, that he is a Vice President of PEOPLE'S BANK, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Commissioner of the Court
Notary Public *Sylvia M. Elliott*
My Commission Expires: March 31, 2005

SYLVIA M. ELLIOTT
NOTARY PUBLIC
MY COMMISSION EXPIRES MAR. 31, 2005

EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Marks - U.S.</u>	<u>Registration No.</u>	<u>Date of Trademark</u>
HOWARD SYSTEMS INTERNATIONAL AND DESIGN	2,450,652	May 15, 2001
HOWARD SYSTEMS INTERNATIONAL, INC.	2,454,676	May 29, 2001
"H" DESIGN	2,475,092	August 7, 2001
HOWARD SYSTEMS SOLUTIONS GROUP	2,553,437	March 26, 2002
CLIENT FOCUSED - SOLUTIONS DRIVEN	2,609,733	August 20, 2002

EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT
LIST OF LICENSES

None.

STATE OF CONNECTICUT)
) ss.:
COUNTY OF FAIRFIELD)

On this 21st day of May, 2004, before me personally came Howard Persky, to me known, who being duly sworn, did depose and say, that he is the President of HOWARD SYSTEMS INTERNATIONAL, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Commissioner of the Court
Notary Public *Dominic Tulin*
My Commission Expires: April 30, 2004

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