TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DecisionOne Corporation		05/13/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, Inc., as Agent
Street Address:	One Boston Place
Internal Address:	Suite 1800
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	1360184	DACS
Registration Number:	1827284	DEXTRA
Registration Number:	2152648	DECISIONONE D1
Registration Number:	2152647	D1
Registration Number:	2152646	D1
Registration Number:	2168647	DECISIONONE
Registration Number:	2179892	NEEDS:MANY DECISIONONE
Registration Number:	2253283	USERS:MANY-DECISIONONE
Registration Number:	2262990	DUPLICARD
Registration Number:	2268619	ASSETONE
Registration Number:	2268621	EXPERTONE
Registration Number:	2268620	NETWORKONE
Registration Number:	2273902	LOGISTICSONE

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Registration Number:	2275701	MIDRANGEONE
Registration Number:	2282845	SYSTEMS:MANY-DECISIONONE
Registration Number:	2320248	ONE TO 1
Registration Number:	2327813	MAINONE
Registration Number:	2755086	D1 DECISIONONE
Registration Number:	2755085	D1 DECISIONONE TECHNOLOGY SUPPORT FOR THE DIGITAL WORLD.
Serial Number:	78597192	DONEATHOME
Serial Number:	78597151	DONEATHOME.COM
Serial Number:	78597163	DONE AT HOME
Serial Number:	78597144	DONE AT HOME.COM
Serial Number:	78597130	DONEATHOMEMEMBERSONLY
Serial Number:	78597090	DONE AT HOME MEMBERS ONLY
Serial Number:	78597121	DONEATHOMEMEMBERSONLY.COM
Serial Number:	78597107	DONE AT HOME MEMBERS ONLY.COM
Serial Number:	78597094	THE CURE FOR THE COMMON COMPUTER

CORRESPONDENCE DATA

Fax Number: (312)863-7806

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-863-7198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy Brougher c/o Goldberg Kohn

Address Line 1: 55 East Monroe Street

Address Line 2: Suite 3700

Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	05/18/2005

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 13th day of May, 2005, by and between the Grantor listed on the signature page hereof ("Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group and the Bank Product Provider under the Credit Agreement.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of May 13, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among DecisionOne Corporation, as Borrower ("Borrower"), the financial institution, party thereto as Lenders ("Lenders") and the Agent, the Lender Group is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof;

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 Grantor shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Provider, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Provider, this Trademark Security Agreement; and

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.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Provider, 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 Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

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(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 such Grantor 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 and the Bank Product Provider, pursuant to the Security Agreement. 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. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor 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 Grantor's obligations under this Section 4, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. 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]

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IN WITNESS WHEREOF, 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.

GRANTOR:

DECISIONONE CORPORATION

By: _____
Name: PAUL H. SNYDER
Title: EVP & CFO

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC., as Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, 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.

GRANTOR: **DECISIONONE CORPORATION**

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC., as Agent

By: Douglas Tindle
Name: Douglas Tindle
Title: VP

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations[1]

Country	Trademark	Registration No.	Registration Date
United States	Dacs	1360184	09/17/85
United States	Dextra	1827284	03/22/94
United States	DecisionOne D1	2152648	04/21/98
United States	D1	2152647	04/21/98
United States	D1	2152646	04/21/98
United States	DecisionOne	2168647	06/23/98
United States	Needs:Many DecisionOne	2179892	08/11/98
United States	Users: Many-DecisionOne	2253283	06/15/99
United States	Duplicard	2262990	07/20/99
United States	AssetOne	2268619	08/10/99
United States	ExpertOne	2268621	08/10/99
United States	NetworkOne	2268620	08/10/99
United States	LogisticsOne	2273902	08/31/99
United States	MidrangeOne	2275701	09/07/99
United States	Systems: Many-DecisionOne	2282845	10/05/99
United States	One to 1	2320248	02/22/00
United States	MainOne	2327813	03/14/00
United States	DI DecisionOne	2755086	08/26/03
United States	DI DecisionOne Technology Support for the Digital World	2755085	08/26/03
Australia	D1 Logo	766485	01/14/00
Australia	DecisionOne	766486	01/14/00
Austria	Sorbus International	115374	06/03/87
Canada	DecisionOne	TMA511,793	05/13/99
Canada	D1 & Design	TMA532,163	09/05/00
Canada	D1 & Design	TMA532,164	09/05/00
Canada	Dulicard	TMA130,060	03/01/63
European Union	D1 (Stylized)	207324	04/01/96
European Union	DecisionOne	207357	04/01/96
European Union	CallOne	00884270	12/11/99
European Union	NetworkOne	00891457	12/15/99
European Union	DecisionOne and	223686209	06/30/03

[1] Borrower is the Grantor of all Trademark Registrations and Pending Trademark Applications listed on this Schedule I.

	Design		
Hong Kong	Sorbus	229/1989	01/27/89
Mexico	DecisionOne and Design	767934	08/30/01
Mexico	DecisionOne and Design	748181	05/24/02
Mexico	DecisionOne and Design	763582	09/30/02
New Zealand	D1 Logo	294805	02/08/00
New Zealand	D1 Logo	294806	02/08/00
New Zealand	D1 Logo	294807	02/08/00
New Zealand	DecisionOne	294802	08/18/00
New Zealand	DecisionOne	294803	08/18/00
New Zealand	DecisionOne	294804	08/18/00
New Zealand	DecisionOne and Design	644516	03/31/03
New Zealand	DecisionOne and Design	644517	03/31/03
New Zealand	DecisionOne and Design	644518	03/31/03
Romania	Sorbus	29731	11/20/96
Switzerland	Sorbus	356470	09/01/86
United Kingdom	International Duplicard	803191	Unknown
United Kingdom	Sorbus	1276574	09/01/86
United Kingdom	International Sorbus	1276573	09/01/86
United Kingdom	International Sorbus	1278764	10/01/86
	International		

Pending Trademark Applications

*Country	Trademark	Serial No.	Filing Date
United States	DONEATHOME	78/597,192	03/29/05
United States	DONEATHOME.com	78/597,151	03/29/05
United States	DONEATHOME Stylized Logo	78/597,163	03/29/05
United States	DONEATHOME.com Stylized Logo	78/597,144	03/29/05
United States	DONEATHOME MEMBERSONLY	78/597,130	03/29/05
United States	DONEATHOME MEMBERSONLY Stylized Logo	78/597,090	03/29/05
United States	DONEATHOME MEMBERSONLY	78/597,121	03/29/05

	.com		
United States	DONEATHOME MEMBERSONLY .com Stylized Logo	78/597,107	03/29/05
United States	The Cure for the Common Computer	78/597,094	03/29/05
Australia	DecisionOne and Design	886159	09/05/01
Canada	DecisionOne and Design	1,114,967	09/07/01
Japan	DecisionOne and Design	2001-81827	09/10/01

Trade Names

None.

Common Law Trademarks

None.

Trademark Licenses

None.