

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Collateral Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Netversant Solutions, Inc.		04/20/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Patriarch Partners Agency Services, LLC		
Street Address:	112 South Tryon Street		
Internal Address:	Ste 700		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28284		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	75895655	NETVERSANT SOLUTIONS	
Serial Number:	76166408	NET VERIFIED	
Serial Number:	75895756	NETVERSANT	
CORRESPONDENCE DATA			
Fax Number:	(202)728-0744		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2027216405		
Email:	christine.wilson@t-t.com		
Correspondent Name:	Thomson & Thomson		
Address Line 1:	1750 K Street, NW		
Address Line 2:	Suite 200		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006		
NAME OF SUBMITTER:	CHRISTINE WILSON		
Signature:	/CHRISTINE WILSON/		

CH \$90.00 75895655

Date:

05/27/2005

Total Attachments: 3

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TRADEMARK COLLATERAL SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL SECURITY AGREEMENT (this "Assignment"), is made by and between NETVERSANT SOLUTIONS, INC., a Delaware corporation ("Grantor"), and PATRIARCH PARTNERS AGENCY SERVICES, LLC, a Delaware limited liability company, as agent (in such capacity, the "Agent") for itself and the Lenders referenced below.

WHEREAS, Grantor has adopted, used and is using, and is the sole owner of the marks set forth on Schedule 1 hereof (collectively, the "Marks");

WHEREAS, under the terms of, and as a condition precedent to the effectiveness of, that certain Secured Term Note, dated as of April 20, 2005, among Grantor, as borrower thereunder, and the financial institutions from time to time lenders thereunder (collectively, the "Lenders") (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") the Grantor entered into the Security Agreement dated as of even date therewith (the "Security Agreement");

WHEREAS, to secure the due and prompt payment and performance of the Obligations (as defined in the Security Agreement), Grantor pledged, assigned, hypothecated and transferred, and granted to the Agent, for itself and for the benefit of the Lenders, a continuing security interest in all of the Grantor's right, title and interest in certain collateral, including the Marks; and

WHEREAS, it is the purpose of this document to memorialize the aforementioned security interest in a form suitable for recordation in the United States Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective as of the date of the Credit Agreement set forth above, to secure the due and prompt payment and performance of the Obligations, Grantor hereby pledges, assigns, hypothecates and transfers, and grants to the Agent, for itself and for the benefit of the Lenders, a continuing security interest and lien in and to the Marks and all

registrations and applications for registrations of the Marks, including the registrations and applications identified on Schedule 1, together with the goodwill of the business symbolized by the Marks and together with all of Grantor's right to sue and recover for infringement of the Marks, free and clear of all liens, claims, charges, security interests, and other interests or encumbrances.

IN WITNESS WHEREOF, this Assignment has been duly executed, sealed and delivered by an authorized officer of the Grantor.

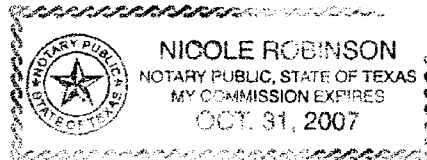
NETVERSANT SOLUTIONS, INC.

By: Ronald E. Hale, Jr.

Name: Ronald E. Hale, Jr.

Title: Vice President – Finance & Treasurer

STATE OF Texas)
) SS.:
COUNTY OF Harris)



On this the 18 day of April, 2005, before me, personally appeared Hale, Ronald E. Hale, Jr., who, being by me duly sworn, did depose and say that she/he is the VP/TREASURER of NetVersant Sol., the corporation described in and which executed the above instrument, and that she/he as such VP/TREASURER, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself/himself as VP/TREASURER and attorney-in-fact.

IN WITNESS WHEREOF, I hereunto set my hand.

Nicole Robinson
Commissioner of Superior Court/Notary Public
My Commission Expires: 10/31/2007

SCHEDULE 1
TO
TRADEMARK COLLATERAL SECURITY AGREEMENT

Trademarks/Trade Names

Trademark Name	Registration Number	Serial Number	Registration Date	Declaration of Use Affidavit Due Date	Renewal Date
NetVersant	2,782,211	75,895,756	11/11/2003		

Applications

Trademark Name	Registration Number	Application/Serial Number	Registration Date	Declaration of Use Affidavit Due Date	Renewal Date
NetVersant Solutions		75,895,655			
Net Verified		76,166,408			