

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Inovis, Inc.		06/23/2005	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	D.B. Zwirn Special Opportunities Fund, L.P.		
Street Address:	745 Fifth Avenue, 18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10151		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78147042	INOVIS	
Registration Number:	2747826	GET2CONNECT	
Registration Number:	2747827	GET2CONNECT.NET	
CORRESPONDENCE DATA			
Fax Number:	(213)996-3339		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	213-683-6339		
Email:	claudiaimmerzeel@paulhastings.com		
Correspondent Name:	Paul Hastings Janofsky & Walker LLP		
Address Line 1:	515 South Flower Street, 25th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
NAME OF SUBMITTER:	Claudia R Immerzeel		
Signature:	/Claudia R Immerzeel/		
Date:	06/24/2005		

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Total Attachments: 7

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Amended and Restated Trademark Security Agreement") is made this 23 day of June 2005 among INOVIS, INC., a Georgia corporation ("Grantor"), and D.B. ZWIRN SPECIAL OPPORTUNITIES FUND, L.P., in its capacity as Agent for the Lender Group (together with its successors and assigns in such capacity, the "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of November 15, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Inovis International, Inc., a Delaware corporation ("Parent"), and each of Parent's Affiliates and Subsidiaries identified on the signature pages thereof (such Affiliates and Subsidiaries, together with Parent are referred to hereinafter individually as a "Borrower" and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" ("Lenders"), and Agent, the Lender Group is willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof;

WHEREAS, Grantor and Agent are parties to that certain Trademark Security Agreement dated as of November 15, 2004 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Original Trademark Security Agreement"); and

WHEREAS, Grantor and Agent have agreed to amend and restate the Original Trademark Security Agreement as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend and restate the Original Trademark Security Agreement in its entirety as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement and/or that certain Security Agreement, dated as of November 15, 2004 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), among Parent, Borrowers, QRS Imaging, Inc., a New York corporation, and IPNet Solutions, Inc., a California corporation, on the one hand and Agent on the other.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Agent, for the benefit of the Lender Group, a continuing first priority security interest (subject only to the WFF Agent's Lien) in all of 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 Grantor's Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all modifications, reissues, continuations, extensions, and renewals of the foregoing;

(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 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 Amended and Restated Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, 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 Amended and Restated 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 Amended and Restated Trademark Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Amended and Restated 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 Amended and Restated 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 Amended and Restated 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.


6. EFFECTIVENESS. This Amended and Restated Trademark Security Agreement shall be binding and deemed effective when executed by each party hereto.

7. EFFECT OF AMENDMENT AND RESTATEMENT. Upon the effectiveness hereof, this Amended and Restated Trademark Security Agreement amends and restates in its entirety the Original Trademark Security Agreement. The execution and delivery of this Amended and Restated Trademark Security Agreement are not intended by the parties to be, and shall not constitute, a novation or an accord and satisfaction of the Secured Obligations or any other obligations owing to the Lenders or the Agent under the Original Trademark Security Agreement or any other Loan Document. Each of the parties hereto hereby acknowledges and agrees that the grant of the security interests in the Collateral pursuant to Section 2 of this Amended and Restated Trademark Security Agreement is not intended to, nor shall it be construed to, constitute a release of any prior security interests granted by Grantor in favor Agent for the benefit of the Lenders in or to any Collateral or any other property of Grantor, but is intended to constitute a reinstatement and reconfirmation of the prior security interests granted by the Grantor in favor of the Agent for the benefit of the Lenders in and to the applicable Collateral.

[SIGNATURE PAGES FOLLOW]

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

INOVIS, INC.,
a Georgia corporation

By: 
Name: Kenneth B. Williams
Title: Secretary and Treasurer

[SIGNATURE PAGES TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT
(INOVIS, INC.)]

**ACCEPTED AND ACKNOWLEDGED BY:
D.B. ZWIRN SPECIAL OPPORTUNITIES
FUND, L.P.,**

a Delaware limited partnership, as Agent

By: D.B. Zwirn Partners, LLC, its General Partner

By: Zwirn Holdings, LLC,
its Managing Member



By: _____

Perry A. Gruss

Name: _____

Authorized Signatory

Title: _____

SCHEDULE I
TO
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

See attached.

Trademark Licenses

See attached.

**Trademark Security Agreement – Schedule I
(Inovis, Inc. as Grantor)**

United States

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>App/Reg Number</u>	<u>App/Reg Date</u>
Inovis, Inc.	U.S.	INOVIS	78/147,042	07/24/2002
Inovis, Inc.	U.S.	GET2CONNECT	2,747,826	08/05/2003
Inovis, Inc.	U.S.	GET2CONNECT.NET	2,747,827	08/05/2003
Inovis, Inc.	U.S.	TRUSTEDLINK	2,556,222	04/02/2002

Foreign

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>App/Reg Number</u>	<u>App/Reg Date</u>
Inovis, Inc.	CTM	INOVIS	3017381	01/22/2003
Inovis, Inc.	France	INOVIS	023192308	11/05/2002
Inovis, Inc.	Italy	INOVIS	FI2002C001 237	11/15/2002
Inovis, Inc.	S. Africa	INOVIS (class 9)	200300725	01/17/2003
Inovis, Inc.	S. Africa	INOVIS (class 35)	200300726	01/17/2003
Inovis, Inc.	S. Africa	INOVIS (class 42)	200300727	01/17/2003
Inovis, Inc.	Germany	INOVIS	30262574	12/31/2002
Inovis, Inc.	Argentina	TRUSTEDLINK	1661254	03/19/1998
Inovis, Inc.	Australia	TRUSTEDLINK	730030	03/17/1997
Inovis, Inc.	Brazil	TRUSTEDLINK (class 38)	819673374	07/13/1999
Inovis, Inc.	Brazil	TRUSTEDLINK (class 40)	819673366	06/22/1999
Inovis, Inc.	Canada	TRUSTEDLINK	503090	10/28/1998
Inovis, Inc.	Chile	TRUSTEDLINK (class 9)	490356	07/25/1997
Inovis, Inc.	Chile	TRUSTEDLINK (class 38)	490357	07/25/1997
Inovis, Inc.	China	TRUSTEDLINK	1155989	02/28/1998
Inovis, Inc.	Israel	TRUSTEDLINK (class 38)	111198	08/05/1998
Inovis, Inc.	Israel	TRUSTEDLINK (class 9)	111197	08/05/1998
Inovis, Inc.	Japan	TRUSTEDLINK (class 9)	4146009	05/15/1998
Inovis, Inc.	Japan	TRUSTEDLINK (class 38)	4183043	02/28/1998
Inovis, Inc.	Korea	TRUSTEDLINK	46112	08/25/1998
Inovis, Inc.	Korea	TRUSTEDLINK	403654	06/18/1998
Inovis, Inc.	Mexico	TRUSTEDLINK	616560	03/26/1997
Inovis, Inc.	Taiwan	TRUSTEDLINK	803234	05/16/1998
Inovis, Inc.	Australia	HARBINGER	730028	10/10/1997
Inovis, Inc.	Austria	HARBINGER		09/26/1995
Inovis, Inc.	Benelux	HARBINGER	567833	03/27/1995
Inovis, Inc.	Brazil	HARBINGER (class 9)	819673404	12/21/1999
Inovis, Inc.	Brazil	HARBINGER (class 38)	819673382	07/13/1999
Inovis, Inc.	Brazil	HARBINGER (class 40)	819673420	06/22/1999
Inovis, Inc.	Brazil	HARBINGER (class 41)	819780219	07/20/1999
Inovis, Inc.	Chile	HARBINGER (class 9)	488034	06/18/1997
Inovis, Inc.	Chile	HARBINGER (class 38)	488035	06/18/1997

TRADEMARK #1270083 v2

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Inovis, Inc.	China	HARBINGER (class 9)	1195376	02/28/1998
Inovis, Inc.	China	HARBINGER (class 38)	1155988	02/28/1998
Inovis, Inc.	CTM	HARBINGER	128413	10/20/1998
Inovis, Inc.	France	HARBINGER	644849	09/26/1995
Inovis, Inc.	Germany	HARBINGER	644849	09/26/1995
Inovis, Inc.	Italy	HARBINGER	644849	09/26/1995
Inovis, Inc.	Japan	HARBINGER (class 38)	4183042	08/28/1998
Inovis, Inc.	Japan	HARBINGER (class 9)	4146008	05/15/1998
Inovis, Inc.	Korea	HARBINGER (logo)	46113	08/25/1998
Inovis, Inc.	Korea	HARBINGER	46111	08/25/1998
Inovis, Inc.	Mexico	HARBINGER (class 38)	616555	06/28/1999
Inovis, Inc.	Mexico	HARBINGER (class 9)	616556	06/28/1999
Inovis, Inc.	Portugal	HARBINGER	644849	09/26/1995
Inovis, Inc.	Spain	HARBINGER	644849	09/26/1995
Inovis, Inc.	Switzerland	HARBINGER	644849	09/26/1995
Inovis, Inc.	Taiwan	HARBINGER (class 9)	503235	05/16/1998
Inovis, Inc.	Taiwan	HARBINGER (class 38)	102049	08/16/1998
Inovis, Inc.	Thailand	HARBINGER (class 38)	BOR6529	07/22/1998
Inovis, Inc.	Thailand	HARBINGER (class 9)	KOR78183	09/22/1998
Inovis, Inc.	Australia	H (stylized)	730029	06/19/1998
Inovis, Inc.	Brazil	H (stylized) (class 9)	819673390	06/29/1999
Inovis, Inc.	Brazil	H (stylized) (class 40)	819673412	06/29/1999
Inovis, Inc.	Brazil	H (stylized) (class 41)	819780200	07/20/1999
Inovis, Inc.	Canada	H (stylized)	502334	10/16/1998
Inovis, Inc.	Chile	H (stylized) (class 9)	488036	06/18/1997
Inovis, Inc.	Chile	H (stylized) (class 38)	488037	06/18/1997
Inovis, Inc.	China	H (stylized)(class 38)	1155987	02/28/1998
Inovis, Inc.	China	H (stylized) (class 9)	1195442	02/28/1998
Inovis, Inc.	Japan	H (stylized)(class 9)	4215760	11/27/1998
Inovis, Inc.	Japan	H (stylized)(class 38)	4183044	08/28/1998
Inovis, Inc.	Mexico	H (stylized) (class 38)	548728	05/23/1997
Inovis, Inc.	Mexico	H (stylized) (class 9)	548095	04/30/1997
Inovis, Inc.	Taiwan	H (stylized) (class 9)	800815	04/16/1998
Inovis, Inc.	Taiwan	H (stylized) (class 38)	101603	08/01/1998
Inovis, Inc.	Thailand	H (stylized) (class 38)	BOR6329	06/01/1999
Inovis, Inc.	Thailand	H (stylized) (class 9)	68848	02/20/1998

TRADEMARK #1270083 v2