

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IPNet Solutions, Inc.		06/23/2005	CORPORATION: CALIFORNIA
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: 1			
Property Type	Number	Word Mark	
Registration Number:	2679521	IPNET	
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		

OP \$40.00 2679521

Total Attachments: 6
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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 IPNET SOLUTIONS, INC., a California 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 of the 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.

IPNET SOLUTIONS, INC.,
a California corporation

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

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

a Delaware limited partnership, as Agent

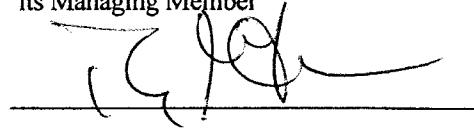
By: D.B. Zwirn Partners, LLC, its General Partner

By: Zwirn Holdings, LLC,
its Managing Member

By: _____

Name: _____

Title: _____



Perry A. Gruss
Authorized Signatory

SCHEDULE I
TO
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

See attached.

Trademark Licenses

See attached.

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

United States

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>App/Reg Number</u>	<u>App/Reg Date</u>
IPNet Solutions, Inc.	U.S.	IPNET	2,501,694	10/30/2001
IPNet Solutions, Inc.	U.S.	IPNET	2,676,426	01/21/2003
IPNet Solutions, Inc.	U.S.	IPNET (Stylized)	2,679,521	01/28/2003
IPNet Solutions, Inc.	U.S.	IPNET SOLUTIONS	2,470,103	07/17/2001