

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
GED Integrated Solutions, Inc.		08/31/2005	CORPORATION: OHIO

**RECEIVING PARTY DATA**

<b>Name:</b>	Antares Capital Corporation, as Agent
<b>Street Address:</b>	311 South Wacker Drive
<b>Internal Address:</b>	Suite 4400
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 20**

Property Type	Number	Word Mark
Registration Number:	1206978	G
Registration Number:	1402891	LINEAR U
Registration Number:	1403785	LINEAR SKIP
Registration Number:	1976701	WIN IG
Registration Number:	1981035	WIN SYSTEM 1
Registration Number:	2008673	GED
Registration Number:	2206474	GEDUSA
Registration Number:	2238444	VALUE RENT
Registration Number:	2238727	INTERGRID
Registration Number:	2252590	WINFRAME
Registration Number:	2255150	WINDELETE
Registration Number:	2268322	WINGRID
Registration Number:	2372891	QCC

CH \$515.00 1206978

Registration Number:	2497592	ACE
Registration Number:	2675548	WINTRIM
Registration Number:	2757073	LEANNET
Registration Number:	2863983	REMAKENOW
Registration Number:	1551600	SAMPSON
Serial Number:	76619211	GED INTEGRATED SOLUTIONS
Serial Number:	76619212	GED

**CORRESPONDENCE DATA**

Fax Number: (866)459-2899  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 202-783-2700  
Email: pagodoa@federalresearch.com  
Correspondent Name: CBCInnovis dba Federal Research  
Address Line 1: 1030 Fifteenth Street, NW, Suite 920  
Address Line 2: attn: Penelope J.A. Agodoa  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	09/06/2005

**Total Attachments: 9**  
source=339805#page1.tif  
source=339805#page2.tif  
source=339805#page3.tif  
source=339805#page4.tif  
source=339805#page5.tif  
source=339805#page6.tif  
source=339805#page7.tif  
source=339805#page8.tif  
source=339805#page9.tif

**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 31, 2005, is by **GED INTEGRATED SOLUTIONS, INC.**, an Ohio corporation (the "Grantor") in favor of **ANTARES CAPITAL CORPORATION**, a Delaware corporation, as agent (in such capacity, the "Grantee") for the benefit of Grantee and Lenders (as such term is defined herein).

RECITALS

A. Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule A annexed hereto, and is a party to the Trademark licenses listed on Schedule A annexed hereto; and

B. Grantor, as Borrower, has entered into a Credit Agreement dated as of August 31, 2005 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Antares Capital Corporation, as agent ("Agent") for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement (collectively, the "Lenders"), and as a Lender, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

C. Pursuant to the terms of a Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor and Grantee, Grantor has granted to Grantee for the benefit of Grantee and Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trade-mark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "Obligations" (as defined in the Security Agreement);

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule A annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks

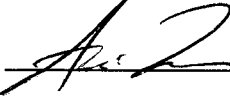
and Trademark registrations referred to in Schedule A annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred to in Schedule A and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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.

[Remainder of page intentionally left blank; signature page follows.]

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

**GED INTEGRATED SOLUTIONS,  
INC.,**  
an Ohio corporation

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DISCLOSURE SCHEDULES  
TO  
TRADEMARK SECURITY AGREEMENT  
FILED WITH THE USPTO, TRADEMARK DIVISION

DATED AUGUST 31, 2005

## SCHEDULE I

### Trademarks

Set forth below is a listing of all GED Integrated Solutions, Inc. trademarks and associated U.S. and Canadian Trademark Registrations and Applications.

<u>Trademark</u>	<u>Registration No.</u>	<u>Country</u>	<u>Issue Date</u>
<b><u>U.S. Registrations</u></b>			
G® (stylized)	1,206,978	U.S.	9/7/82
LINEAR U® (stylized)	1,402,891	U.S.	7/29/86
LINEAR SKIP® (stylized)	1,403,785	U.S.	8/5/86
WIN IG®	1,976,701	U.S.	5/28/96
WIN SYSTEM 1®	1,981,035	U.S.	6/18/96
GED®	2,008,673	U.S.	10/15/96
GEDUSA®	2,206,474	U.S.	12/1/98
VALUE RENT®	2,238,444	U.S.	4/13/99
INTERGRID®	2,238,727	U.S.	4/13/99
WINFRAME®	2,252,590	U.S.	6/15/99
WINDELETE®	2,255,150	U.S.	6/22/99
WINGRID®	2,268,322	U.S.	8/10/99
QCC® (and design)	2,372,891	U.S.	8/1/00
ACE®	2,497,592	U.S.	7/24/01
WINTRIM®	2,675,548	U.S.	1/14/03
LEANNET®	2,757,073	U.S.	8/26/03
REMAKENOW®	2,863,983	U.S.	7/20/04
SAMPSON® (by purchase of Sampson Automation Co., Inc.)	1,551,600	U.S.	8/15/89

GED INTEGRATED SOLUTIONS	Not Yet Registered (U.S. trademark registration application-serial no. 766619211)	U.S.	Filed 6/13/05 (pending)
GED (stylized)	Not Yet Registered (U.S. trademark registration application-serial no. 76619212)	U.S.	Filed 11/3/04 (pending)

<u>Trademark</u>	<u>Registration No.</u>	<u>Country</u>	<u>Issue Date</u>
<b><u>Canadian Registrations/Applications</u></b>			
GEDUSA®	TMA519,853	Canada	11/25/99
GED®	TMA521,285	Canada	1/11/00
WINFRAME®	TMA528,242	Canada	5/24/00
WIN CUT®	TMA530,290	Canada	7/20/00
WINDELETE®	TMA532,237	Canada	9/6/00
WINGRID®	TMA535,924	Canada	10/26/00
WIN SYSTEM®	TMA536,922	Canada	11/8/00
WIN IG®	TMA538,370	Canada	12/6/00
INTERGRID®	TMA545,592	Canada	5/25/01
QCC® (and design)	TMA552,515	Canada	10/17/01
WINTRIM®	TMA621,958	Canada	10/6/04
LEANNET®	Not Yet Registered	Canada	N/A