

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
National Product Services Acquisition Corporation		04/20/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	MCG Capital Corporation		
Street Address:	1100 Wilson Boulevard		
Internal Address:	Suite 3000		
City:	Arlington		
State/Country:	VIRGINIA		
Postal Code:	22209		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2485257	ACUMEN	
CORRESPONDENCE DATA			
Fax Number:	(415)393-2286		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415-393-2000		
Email:	karin.itatani@bingham.com		
Correspondent Name:	Karin Itatani, Bingham McCutchen LLP		
Address Line 1:	Three Embarcadero Center		
Address Line 4:	San Francisco, CALIFORNIA 94111-4067		
NAME OF SUBMITTER:	Mary Dougherty		
Signature:	/Mary Dougherty/		
Date:	09/19/2005		

CH \$40.00 2485257

Total Attachments: 9

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THIS IP SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE, IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (AS THE SAME MAY BE AMENDED OR OTHERWISE MODIFIED FROM TIME TO TIME PURSUANT TO THE TERMS THEREOF, THE "SUBORDINATION AGREEMENT") DATED AS OF APRIL 20, 2005 AMONG MCG CAPITAL CORPORATION, ROYNAT BUSINESS CAPITAL, INC., AND WE'RE READY TO ASSEMBLE, INC., SALESTALK, INC., TOP PRIORITY SALES, INC., NATIONAL VENDOR SERVICES, INC., NATIONAL PRODUCT SERVICES ACQUISITION CORPORATION, NPS EXPRESS, INC. AND NPS CANADA HOLDINGS, INC. (EACH, A "BORROWER"; COLLECTIVELY, THE "BORROWERS"), AND UNION BANK OF CALIFORNIA, N.A., AS AGENT FOR CERTAIN "SENIOR LENDERS" REFERRED TO THEREIN ("SENIOR AGENT"), (I) TO THE INDEBTEDNESS (INCLUDING INTEREST) OWED BY THE BORROWERS PURSUANT TO THAT CERTAIN AMENDED AND RESTATED CREDIT AGREEMENT DATED AS OF EVEN DATE THEREWITH AMONG THE BORROWERS, SENIOR AGENT AND SUCH SENIOR LENDERS, AS SUCH CREDIT AGREEMENT MAY BE AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME AS PERMITTED UNDER THE SUBORDINATION AGREEMENT, AND (II) TO INDEBTEDNESS REFINANCING THE INDEBTEDNESS UNDER THAT AGREEMENT AS PERMITTED BY THE SUBORDINATION AGREEMENT; AND EACH HOLDER OF THIS IP SECURITY AGREEMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as may be amended, supplemented and otherwise modified from time to time, "IP Security Agreement") is made and effective as of April 20, 2005, by **NATIONAL PRODUCT SERVICES ACQUISITION CORPORATION**, a Delaware corporation (including any successor or permitted assignee thereof, "Grantor"), in favor of **MCG CAPITAL CORPORATION**, in its separate capacity as administrative agent (on behalf and for the ratable benefit of the Secured Party) for itself and the Lenders (as defined in the Security Agreement referred to below) (in such capacity, including any successor, participant, assignee or transferee thereof, "Administrative Agent").

RECITALS

WHEREAS, WE'RE READY TO ASSEMBLE, INC., SALESTALK, INC., TOP PRIORITY SALES, INC., NATIONAL VENDOR SERVICES, INC., NATIONAL PRODUCT SERVICES ACQUISITION CORP., NPS EXPRESS, INC. AND NPS CANADA HOLDINGS, INC. (each a "Borrower"; collectively, the "Borrowers") and **NATIONAL PRODUCT SERVICES, INC.**, as parent guarantor, (together with Borrowers, collectively the "Loan Parties") have applied to Administrative Agent and Lenders for a senior subordinated secured term loan facility in the original principal amount of \$20,000,000; and

WHEREAS, pursuant to that certain Senior Subordinated Credit Facility Agreement by and among Borrowers, Parent (together with Borrowers, collectively, the "Loan

Parties”), Lenders and Administrative Agent dated as of April 20, 2005 (as may be amended from time to time, “Credit Agreement”), a condition precedent to the obligation of Administrative Agent or any Lender to execute and perform under the Credit Agreement is that Borrowers shall have executed and delivered, inter alia, that certain Security Agreement executed by Borrowers in favor of Administrative Agent for the benefit of Administrative Agent and the Lenders dated as of April 20, 2005 (as may be amended, modified, supplemented, or restated from time to time, “Security Agreement”) encumbering all of Borrowers’ tangible and intangible personal property assets in favor of Administrative Agent (on behalf and for the ratable benefit of the Secured Party); and

WHEREAS, under the terms of the Security Agreement, Grantor has agreed to grant a security interest in Grantor’s intellectual property to Administrative Agent for purposes of securing the obligations to Administrative Agent and the Lenders under the Credit Agreement and related Loan Documents; and

WHEREAS, Grantor has determined that it is in its best interest to execute this IP Security Agreement inasmuch as Grantor will derive substantial direct and indirect benefits from the funding of the Advances by Administrative Agent pursuant to the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor and Administrative Agent hereby agree as follows:

1. Grant. Grantor hereby grants to Administrative Agent, for the benefit of the Lenders, an absolute, present, unconditional, continuing first priority security interest in and to Grantor’s entire right, title and interest in and to the following property and rights (collectively, the “Collateral”):

(a) The U.S., state and foreign copyrights, associated copyright registrations and applications for copyright registration, and copyright licenses set forth on Schedule A attached hereto (collectively, the “Copyrights”); and

(b) The U.S., state and foreign patents and patent applications, and patent licenses set forth on Schedule B attached hereto, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the “Patents”); and

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications, and trademark and service mark licenses set forth on Schedule C attached hereto (including all associated goodwill, collectively, the “Trademarks”); and

(d) Any and all claims and causes of action for past, present or future infringement of any of the Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the Collateral; and

(e) Any and all licenses or rights granted under any of the Collateral, and all license fees and royalties arising from such licenses or rights, to the extent permitted by such licenses or rights; and

(f) Any and all amendments, renewals, extensions, reissuances and replacements of any of the Collateral; and

(g) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authorities to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate application forms of such jurisdiction) in order to publicly reflect Administrative Agent's (on behalf and for the ratable benefit of the Secured Party) interest in the Collateral.

3. Power of Attorney. Prior to the termination of the Credit Agreement in accordance with Section 10.10 thereof, Grantor hereby irrevocably grants Administrative Agent a power of attorney, to act as Grantor's attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in Administrative Agent's discretion, to take any action and to execute any instrument which Administrative Agent (on behalf and for the ratable benefit of the Secured Party) may deem reasonably necessary to accomplish the purposes of the Security Agreement or this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in Administrative Agent's (on behalf and for the ratable benefit of the Secured Party) sole discretion and without first obtaining Grantor's approval of or signature thereto) Schedule A, Schedule B, and/or Schedule C hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by Grantor after the execution hereof or to delete any reference to any Collateral in which Grantor no longer has or claims any right, title or interest; and

(b) To execute, file and pursue (in Administrative Agent's sole discretion and without first obtaining Grantor's approval of or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect Administrative Agent's (on behalf and for the ratable benefit of the Secured Party) interest or Grantor's rights in the Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; and

(c) To execute any assignment or other document required to acknowledge, register or perfect Administrative Agent's (on behalf and for the ratable benefit of the Secured Party) interest in any part of the Collateral without the signature of Grantor unless

prohibited by applicable law.

The foregoing power of attorney is coupled with an interest and is irrevocable prior to the termination of the Credit Agreement in accordance with Section 10.10 thereof.

4. Release. The security interest granted herein will terminate (and all rights to the Collateral will revert to Grantor) upon the termination of the Credit Agreement in accordance with Section 10.10 thereof. Upon any such termination, Administrative Agent (on behalf and for the ratable benefit of the Secured Party), at Grantor's request and sole expense, will execute and deliver to Grantor (without any representation, warranty or recourse of any kind whatsoever) such documents as Grantor may reasonably request and provide to Administrative Agent to evidence such termination.

5. Miscellaneous. This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Administrative Agent (on behalf and for the ratable benefit of the Secured Party) under the Security Agreement. The rights and remedies of Grantor and Administrative Agent with respect to the security interest granted herein are in addition and without prejudice to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are hereby incorporated herein by reference. This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document; each such counterpart will be deemed to be an original but all counterparts together will constitute one and the same instrument. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or Credit Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

WITNESS:

**NATIONAL PRODUCT SERVICES
ACQUISITION CORPORATION**
(as Grantor)

By: Linda Ruyter
Name: Linda Ruyter

By: Jeff Cohen
Name: Jeffrey Cohen
Title: President

[SEAL]

Address:

Telephone: () _____
Facsimile: () _____

WITNESS:

MCG CAPITAL CORPORATION
(as Administrative Agent)

By: _____

By: _____
Name:
Title:

Address: 1100 Wilson Blvd., Suite 3000

Facsimile: (703) 247-7505

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

WITNESS:

**NATIONAL PRODUCT SERVICES
ACQUISITION CORPORATION**
(as Grantor)

By: _____
Name: _____

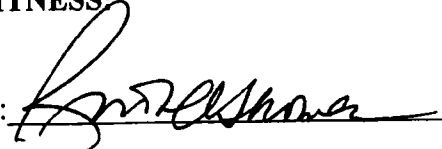
By: _____
Name: _____
Title: _____

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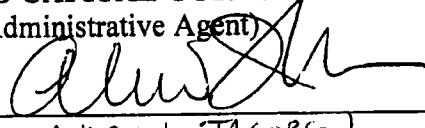
Address:

Telephone: () _____
Facsimile: () _____

WITNESS:

By: 

MCG CAPITAL CORPORATION
(as Administrative Agent)

By: 
Name: ANDREW JACOBSON
Title: MANAGING DIRECTOR

Address: 1100 Wilson Blvd., Suite 3000

Facsimile: (703) 247-7505

SCHEDULE A

COPYRIGHT COLLATERAL

I. Registered Copyrights

None.

II. Pending Copyright Applications

None.

III. Unregistered Copyrights

None.

IV. Copyright Licenses

<u>Copyright</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Subject Matter</u>
None.					

SCHEDULE B

PATENT COLLATERAL

I. Patents

None.

II. Pending Patent Applications

None.

III. Patent Licenses

None

SCHEDULE C

TRADEMARK COLLATERAL

I. Registered Trademarks

<u>Trademark Description</u>	<u>Country/Filing Office</u>	<u>Registration Number</u>
“Retail Service Pro” – serial number 78245476, (no registration number) filed May 5, 2003.		
“Service First” – serial number 78267836, (no registration number) filed June 27, 2003.		
“Acumen” – serial number 76138835, registration number,	filed October 2, 2000.	2485257

II. Pending Trademark Applications

<u>Trademark Description</u>	<u>Atty. Docket Number</u>	<u>Country</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Status</u>
None.					

III. Trademark Licenses

<u>Registration Number</u>	<u>Mark</u>	<u>Country</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
None.						