

8/19/05

08-23-2005

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

RECORD TRADEMARK



DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

103066180

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

FASTECHINTEGRATED SOLUTIONS LLC

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other LIMITED LIABILITY COMPANY

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: JULY 15 2005

2. Name and address of receiving party(ies)

Name: NEWSRING MEZZANINE CAPITAL, LP

Internal Address:

Street Address: 500 NORTH GULPH ROAD SUITE 500

City: KING/PRUSSIA State: PA Zip: 19406

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE ATTACHED

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: ROBIN J MOLT

Internal Address:

Street Address: 80 STATE STREET

6TH FL

City: ALBANY State: NY Zip: 12207

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 3.41) \$ 165.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

20-0052

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Robin Molt Name of Person Signing

Robin Molt Signature

8-19-05 Date



Ingrid Arbuckle

Total number of pages including cover sheet, attachments, and document: 17

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

SCHEDULE A

- MARKS

Mark	Serial No. Filing Date Registration No. Registration Date	Owner	Goods/Services	Status Title Comments
COTELLIGENT	75/532917 August 7, 1998 2382238 September 5, 2000	Cotelligent, Inc. (a Delaware corporation) 101 California Street, Suite 2050, San Francisco, CA 94111	Computer consulting services, namely, programming, software development, and technical support; technical consultation services in the field of telecommunications; computer programming services for others; and computer software design and installation for others, in Class 42.	Registered.  1. Change of Name from Cotelligent Group, Inc. to Cotelligent, Inc. recorded on May 10, 1999 (Reel 1901/Frame 0413).
	75/319917 July 7, 1997 2339013 April 4, 2000	Cotelligent, Inc. (a Delaware corporation) 101 California Street, Suite 2050, San Francisco, CA 94111	Consultation services in the field of computers, computer programming, software development, development of computer applications, telecommunications and help-desk support; computer programming for others; computer software development for others and development of computer applications for others, in Class 42.	Registered.  1. Change of Name from Cotelligent Group, Inc. to Cotelligent, Inc. recorded on May 10, 1999 (Reel 1901/Frame 0413).
COTELLIGENT Plus Design  COTELLIGENT	75/136826 July 19, 1996 2302388 December 21, 1999	Cotelligent, Inc. (a Delaware corporation) 101 California Street, Suite 2050, San Francisco, CA 94111	Developing computer software applications for others, in Class 42.	Registered.  1. Change of Name from Cotelligent Group, Inc. to Cotelligent, Inc. recorded on May 10, 1999 (Reel 1901/Frame 0413).

Mark	Serial No. Filing Date Registration No. Registration Date	Owner	Goods/Services	Status Title Comments
COTELLIGENT GROUP, INC.	75/082924 April 3, 1996 2166279 June 16, 1998	Cotelligent, Inc. (a Delaware corporation) 101 California Street, Suite 2050, San Francisco, CA 94111	Consultation services in the field of computers, computer programming, software development, applications and help-desk support; telecommunications and help-desk support; computer programming for others; computer software development for others; developing computer software applications for others, in Class 42.	Registered.  1. Change of Name from Cotelligent Group, Inc. to Cotelligent, Inc. recorded on May 10, 1999 (Reel 1901/Frame 0413).

51-NY/1927561.1

SCHEDULE A

**MARKS**

Mark	Serial No. Filing Date Registration No. Registration Date	Owner	Goods/Services	Status Title Comments
<b>FASTTRACK</b>	74/437077 September 13, 1993 1924476 October 3, 1995	Cotelligent USA, Inc. (a California corporation) 44 Montgomery Street, Suite 4050, San Francisco, CA 94104	Integrated system of computer hardware, software and peripherals that link remote field portable computer users to central data facilities for use in collecting, organizing, processing, presenting, analyzing and distributing field and central data facilities data, especially sales-activity related information, in Class 9.	Registered.  1. Merger from Fastech, Inc. to Cotelligent USA, Inc. recorded on October 5, 2001 (Reel 2383/Frame 0888).
<b>FASTECH</b>	73/665034 June 5, 1987 1485697 April 19, 1988	Cotelligent USA, Inc. (a California corporation) 44 Montgomery Street, Suite 4050, San Francisco, CA 94104	Providing computer system product design and development services to others for use in the design and development of computer systems for use in monitoring sales-related information, in Class 42.	Registered.  1. Merger from Fastech, Inc. to Cotelligent USA, Inc. recorded on October 5, 2001 (Reel 2383/Frame 0888).

**PATENTS, TRADEMARKS, COPYRIGHTS  
AND LICENSES SECURITY AGREEMENT**

This Patents, Trademarks, Copyrights, and Licenses Security Agreement ("Agreement") is made as of the 15 day of July, 2005, by FASTECH INTEGRATED SOLUTIONS, LLC ("Company"), a Delaware limited liability company, with its chief executive office located at 401 Park Way, Broomall, Pennsylvania 19008, and delivered to NEWSPRING MEZZANINE CAPITAL, LP ("Lender"), having a mailing address of 500 North Gulph Road, Suite 500, King of Prussia, Pennsylvania 19406.

**BACKGROUND**

A. This Agreement is being executed and delivered to Lender as additional security for the Obligations of Borrowers under that certain Term Loan and Security Agreement dated as of even date herewith by and among Borrowers and Lender (as supplemented, restated, amended, superseded, replaced, or restated from time to time, the "Loan Agreement"). Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Agreement.

B. Company has adopted, used and is using (or has filed applications and/or registrations of) the patents, patent rights, and patent applications, if any (collectively, the "Patents"); trademarks, service marks, trade names, and service trade names, if any (collectively, "Trademarks"); copyrights, and copyright applications and licenses, if any (collectively, the "Copyrights"); and goodwill associated thereto ("Goodwill") listed on Schedule A attached hereto and made part hereof (all such Patents, Trademarks, Copyrights or Goodwill hereinafter referred to as the "Assets").

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Agreement and all other instruments, agreements and documents entered into in connection therewith (collectively, the "Loan Documents"), and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, Company grants a lien and security interest to Lender in all of its present and future right, title and interest in and to the Assets, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

- 2. Company represents, warrants and covenants that:
  - (a) The Assets are subsisting and have not been adjudged invalid or unenforceable;
  - (b) To the best of Company's knowledge, each of the Assets is valid and enforceable;
  - (c) To the best of Company's knowledge, Company is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Assets, and each of the Assets is free and clear of any liens, claims, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by Company not to sue third persons except for Permitted Liens;

(d) Company has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(e) Each of the Assets listed on Schedule A constitute all of the registered Assets, and all applications for any of the foregoing, now owned by Company. If, before all Obligations shall have been indefeasibly paid and satisfied in full and the Loan Agreement shall have been terminated, Company shall obtain rights to any new registered patent, trademark or copyright or application therefor, the provisions of this Agreement shall automatically apply thereto and such patent, trademark or copyright or application therefor shall be deemed part of the Assets. Company shall give Lender prompt written notice thereof along with an amended Schedule A.

3. So long as an Event of Default or event which, with the giving of notice or passage of time, or both, would constitute an Event of Default ("Default") has not occurred under the Loan Agreement, Company shall continue to have the exclusive right to use, license, sell or otherwise deal with the Assets subject to the terms of the Loan Agreement and Lender shall have no right to use the Assets or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Assets to anyone else.

4. If and while an Event of Default exists under the Loan Agreement, Company hereby covenants and agrees that Lender, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the Commonwealth of Pennsylvania, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Assets covered hereby. In such event, Company hereby authorizes and empowers Lender, its successors and assigns, and any officer or agent of Lender as Lender may select, in its exclusive discretion, as Company's true and lawful attorney-in-fact, with the power to endorse Company's name on all applications, assignments, documents, papers and instruments necessary for Lender, to use the Assets or to grant or issue any exclusive or non-exclusive license under the Assets to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else including, without limitation, the power to execute an assignment in the form attached hereto as Exhibit 1. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or wilful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Documents, and until all Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

5. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the parties hereto.

6. All rights and remedies herein granted to Lender shall be in addition to any rights and remedies granted under the Loan Agreement and the Loan Documents. In the event of an inconsistency between this Agreement and the Loan Agreement, the language of the Loan Agreement shall control.

7. Upon Company's performance of all of the obligations under the Loan Agreement and the Loan Documents and full and unconditional satisfaction of all Obligations, Lender shall execute and deliver to Company all documents reasonably necessary to terminate Lender's security interest in the Assets.

8. Any and all fees, costs and expenses, of whatever kind or nature, including the attorneys' fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Assets, or in defending or prosecuting any actions or proceedings arising out of or related to the Assets, or defending, protecting or enforcing Lender's rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by Company on demand by Lender and until so paid shall be added to the principal amount of Obligations and shall bear interest at the otherwise applicable rate of interest prescribed in the Loan Agreement.

9. Company shall have the right to bring suit in its own name to enforce the Assets, in which event Lender may, if Company reasonably deems it necessary, be joined as a nominal party to such suit if Lender shall have been satisfied, in its sole discretion, that Lender is not thereby incurring any risk of liability because of such joinder. Company shall promptly, upon demand, reimburse and indemnify Lender for all damages, reasonable costs and expenses, including reasonable attorneys' fees, incurred by Lender in the fulfillment of the provisions of this paragraph.

10. During the existence of an Event of Default under the Loan Agreement, Lender may, without any obligation to do so, complete any obligation of Company hereunder, in Company's name or in Lender's name, but at Company's expense, and Company hereby agrees to reimburse Lender in full for all costs and expenses, including reasonable attorneys' fees, incurred by Lender in protecting, defending and maintaining the Assets.

11. No course of dealing between Company and Lender nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Lender's rights and remedies with respect to the Assets, whether established hereby or by the Loan Documents, or by any other future agreements between Company and Lender or by law, shall be cumulative and may be exercised singularly or concurrently.

12. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

13. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

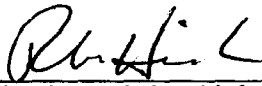
14. This Agreement shall be governed by and construed in conformity with the laws of the Commonwealth of Pennsylvania without regard to its otherwise applicable principles of conflicts of laws.

15. Company and Lender each waive any and all rights it may have to a jury trial in connection with any litigation, proceeding or counterclaim arising with respect to rights and obligations of the parties hereto or under the Loan Agreement and the Loan Documents.

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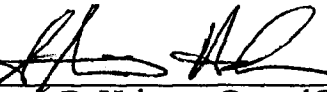
Dated the date and year first written above.

FASTECH INTEGRATED SOLUTIONS,  
LLC

By:   
Richard M. Hirsh, Chief Executive Officer

Approved and Accepted:

NEWSPRING MEZZANINE CAPITAL, LP

By:   
Steven D. Hobman, General Partner



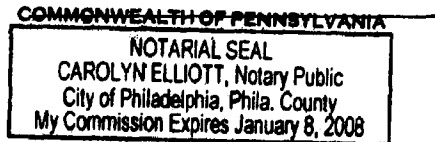
ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF Virginia : SS  
COUNTY OF Philadelphia :

On this 14 of July, 2005, before me personally appeared Richard M. Hirsh to me known and being duly sworn, deposes and says that he is the Chief Executive Officer of FASTECH INTEGRATED SOLUTIONS, LLC, the Company described in the foregoing Agreement; that he signed the Agreement as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such limited liability company; and he desires the same to be recorded as such.

Carolyn Elliott  
Notary Public

My Commission Expires:



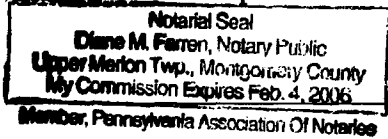
ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
COMMONWEALTH OF PENNSYLVANIA : SS  
COUNTY OF Montgomery :

On this 15<sup>th</sup> day of July, 2005, before me personally appeared Steven D. Hobman to me known and being duly sworn, deposes and says that he is the general partner of NEWSRING MEZZANINE CAPITAL, LP, the Lender described in the foregoing Agreement; that he signed the Agreement as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such limited partnership; and he desires the same to be recorded as such.



Diane M. Farren  
Notary Public

My Commission Expires:



SCHEDULE A

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FASTECH	73/665034 June 5, 1987 1485697 April 19, 1988	Cotelligent USA, Inc. (a California corporation) 44 Montgomery Street, Suite 4050, San Francisco, CA 94104	Providing computer system product design and development services to others for use in the design and development of computer systems for use in monitoring sales-related information, in Class 42.	Registered.  1. Merger from Fastech, Inc. to Cotelligent USA, Inc. recorded on October 5, 2001 (Reel 2383/Frame 0888).

EXHIBIT 1

PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS ASSIGNMENT

WHEREAS, FASTECH INTEGRATED SOLUTIONS, LLC, a Delaware limited liability company ("Grantor"), is the registered owner of the assets listed on Schedule A attached hereto and made a part hereof ("Assets"), which are registered in the United States Patent and Trademark Office; and

WHEREAS, \_\_\_\_\_ ("Grantee"), having a place of business at \_\_\_\_\_, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Patents, Trademarks, Licenses and Copyrights Security Agreement, dated as of \_\_\_\_\_, 2005, between Grantor and NEWSRING MEZZANINE CAPITAL, LP, all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Patents, Trademarks, Licenses and Copyrights Assignment to be executed as of the \_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
By: \_\_\_\_\_  
Attorney-in-fact

Witness: \_\_\_\_\_

EXHIBIT 1

ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF : S.S.  
COUNTY OF :

On this \_\_\_\_ day of \_\_\_\_\_, 200 \_\_, before me, a Notary Public for the said County and State, personally appeared \_\_\_\_\_ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of **FASTECH INTEGRATED SOLUTIONS, LLC**, and s/he acknowledged to me that s/he executed the foregoing Patents, Trademarks, Licenses, and Copyrights Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

POWER OF ATTORNEY

FASTECH INTEGRATED SOLUTIONS, LLC, a Delaware limited liability company ("Grantor"), hereby authorizes NEWSRING MEZZANINE CAPITAL, LP, its successors and assigns, and any officer or agent thereof (collectively, the "Grantee") as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Patents, Trademarks, Licenses and Copyrights Security Agreement between Grantor and Grantee dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Agreement"), including, without limitation, the power to use the Assets (as defined in the Agreement) and listed on Schedule A attached hereto and made a part hereof, to grant or issue any exclusive or nonexclusive license under the Assets to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Assets, in each case subject to the terms of the Agreement.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of a certain Term Loan and Security Agreement bearing even date herewith among Grantee, as lender, and Grantor, as a borrower, as each document may be hereinafter supplemented, restated, superseded, amended or replaced.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of the Agreement.

This Power of Attorney shall be irrevocable for the life of the Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, on this \_\_\_ day of July, 2005.

FASTECH INTEGRATED SOLUTIONS, LLC

By:   
Richard M. Hirsh, Chief Executive Officer



**ACKNOWLEDGMENT**

UNITED STATES OF AMERICA :  
STATE OF Pennsylvania : SS  
COUNTY OF Philadelphia :

On this 14 of July, 2005, before me personally appeared Richard M. Hirsh, to me known and being duly sworn, deposes and says that he is Chief Executive Officer of FASTECH INTEGRATED SOLUTIONS, LLC, the Grantor described in the foregoing Power of Attorney; that he signed the Power of Attorney thereto as such officer pursuant to the authority vested in him by law; that the within Power of Attorney is the voluntary act of such limited liability company, and he desires the same to be recorded as such.

Carolyn Elliott  
Notary Public

My Commission Expires:

\_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
CAROLYN ELLIOTT, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires January 8, 2008

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