

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MTM Technologies, Inc.		11/23/2005	CORPORATION: NEW YORK
MTM Technologies (California), Inc.		11/23/2005	CORPORATION: DELAWARE
MTM Technologies (Texas), Inc.		11/23/2005	CORPORATION: DELAWARE
MTM Technologies (US), Inc.		11/23/2005	CORPORATION: DELAWARE
MTM Technologies (Massachusetts), LLC		11/23/2005	LIMITED LIABILITY COMPANY: DELAWARE
Info Systems, Inc.		11/23/2005	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Columbia Partners, L.L.C., Investment Management
<b>Street Address:</b>	1775 Pennsylvania Avenue, NW
<b>Internal Address:</b>	Suite 1000
<b>City:</b>	Washington
<b>State/Country:</b>	DISTRICT OF COLUMBIA
<b>Postal Code:</b>	20006
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	2479202	PIVOT TECHNOLOGIES
Registration Number:	2444052	PIVOT TECHNOLOGIES
Registration Number:	2756707	PIVOT TECHNOLOGIES
Registration Number:	2434901	SYSTEMS MANAGING SYSTEMS
Registration Number:	2721382	DNA NETSENSOR DATAVOX NETWORK ASSURANCE
Registration Number:	2763391	ENTERPRISE SERVICES PARTNER

**CORRESPONDENCE DATA**

CH \$165.00 2479202

Fax Number: (703)456-8100  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 7034568016  
Email: ccarroll@cooley.com  
Correspondent Name: Christina M. Carroll  
Address Line 1: 11951 Freedom Drive  
Address Line 2: 15th Floor  
Address Line 4: Reston, VIRGINIA 20190

ATTORNEY DOCKET NUMBER:	305149/104
NAME OF SUBMITTER:	Christina M. Carroll
Signature:	/s/ Christina M. Carroll
Date:	12/15/2005

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of this 23rd day of November, 2005 by and among **MTM TECHNOLOGIES, INC.**, a New York corporation (“**MTM**”), **MTM TECHNOLOGIES (CALIFORNIA), INC.**, a Delaware corporation (“**MTM-CA**”), **MTM TECHNOLOGIES (TEXAS), INC.**, a Delaware corporation (“**MTM-TX**”), **MTM TECHNOLOGIES (US), INC.**, a Delaware corporation (“**MTM-US**”), **MTM TECHNOLOGIES (MASSACHUSETTS), LLC**, a Delaware limited liability company (“**MTM-MA**”) and **INFO SYSTEMS, INC.**, a Delaware corporation (“**ISI**”, **MTM**, **MTM-CA**, **MTM-TX**, **MTM-US**, **MTM-MA** and **ISI** are collectively, the “**Borrowers**” and each a “**Borrower**”), and **COLUMBIA PARTNERS, L.L.C., INVESTMENT MANAGEMENT**, as agent and investment manager (“**Investment Manager**”) for the benefit of itself and **NATIONAL ELECTRICAL BENEFIT FUND** (“**Lender**”).

### RECITALS

WHEREAS, Borrowers, Lender and Investment Manager entered into a certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) pursuant to which Lender has agreed to lend to Borrowers up to Twenty-Five Million Dollars (\$25,000,000) to be evidenced by Borrowers’ issuance to Lender of certain senior secured promissory notes. As a condition of the loans, Lender required that Borrowers grant to Investment Manager, for the benefit of Lender a security interest in certain copyrights, trademarks and patents to secure the Obligations (as defined in the Credit Agreement).

WHEREAS, pursuant to the terms of the Security Agreement (as defined in the Credit Agreement), Borrowers have granted to Investment Manager a security interest in all of Borrowers’ right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Obligations, Borrowers hereby jointly and severally represent, warrant, covenant and agree as follows:

### AGREEMENT

To secure the Obligations, each Borrower grants and pledges to Investment Manager, as agent for the benefit of Investment Manager and Lender, a security interest in all of such Borrower’s right, title and interest in, to and under its Intellectual Property (as defined in the Credit Agreement), including without limitation those copyrights, patents and trademarks listed on Exhibits A, B and C hereto, and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

The security interest granted hereby is in conjunction with the security interest granted to

Investment Manager under the Security Agreement. The rights and remedies of Investment Manager and Lender with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents (as defined in the Credit Agreement), and those which are now or hereafter available to Investment Manager and Lender as a matter of law or equity. Each right, power and remedy of Investment Manager and Lender provided for herein or in the Security Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Investment Manager or Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Investment Manager and Lender, of any or all other rights, powers or remedies.

Borrowers represent and warrant that Exhibits A, B, and C attached hereto set forth any and all Intellectual Property rights in connection with which any Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Intellectual Property Security Agreement is subject to the terms of a Subordination Agreement (as defined in the Credit Agreement). Notwithstanding any statement to the contrary contained in this Intellectual Property Security Agreement, no remedies shall be pursued, except in accordance with the terms of the Subordination Agreement. Notwithstanding the incorporation by reference in of the Subordination Agreement, Borrowers acknowledge that no other parties, including any Borrower or any of their successors or assigns, are intended to be benefited, in any way, by the Subordination Agreement.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**MTM TECHNOLOGIES, INC.,**  
a New York corporation

By: /s/Francis J. Alfano  
Name: Francis J. Alfano  
Title: Chief Executive Officer

**MTM TECHNOLOGIES  
(CALIFORNIA), INC.**  
a Delaware corporation

By: /s/Alan Schwartz  
Name: Alan Schwartz  
Title: Senior Vice-President, Chief  
Executive Officer and Assistant  
Secretary

**MTM TECHNOLOGIES (TEXAS), INC.,**  
a Delaware corporation

By: /s/Alan Schwartz  
Name: Alan Schwartz  
Title: Senior Vice-President, Chief  
Executive Officer and Assistant  
Secretary

**MTM TECHNOLOGIES, (US), INC.,**  
a Delaware corporation

By: /s/Alan Schwartz  
Name: Alan Schwartz  
Title: Senior Vice-President, Chief  
Executive Officer and Assistant  
Secretary

**INFO SYSTEMS, INC.,**  
a Delaware corporation

By: /s/Alan Schwartz  
Name: Alan Schwartz  
Title: Senior Vice-President, Chief  
Executive Officer and Assistant  
Secretary

**MTM TECHNOLOGIES  
(MASSACHUSETTS), LLC,**  
a Delaware limited liability company

By: /s/Alan Schwartz

Name: Alan Schwartz

Title: Senior Vice-President, Chief  
Executive Officer and Assistant  
Secretary

**COLUMBIA PARTNERS, L.L.C.**  
**INVESTMENT MANAGEMENT,**  
as Investment Manager

By: /s/ Jason Christ

Name: Jason Christ

Title: Managing Director

**EXHIBIT A**  
**COPYRIGHTS**

None.

**EXHIBIT B**

**PATENTS**

None.



**EXHIBIT C**

**TRADEMARKS**

<u>Registered Trademarks:</u>	<u>Registration</u>
Pivot Technologies	2,479,202
Pivot Technologies	2,444,052
Pivot Technologies	2,756,707
Systems Managing Systems	2,434,901
DNA Netsensor Datavox Network Assurance	2,721,382
Enterprise Services Partner	2,763,391