

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
Cayo Communications Inc.		12/23/2005	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Jefferies Babson Finance LLC		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2775700	VOXPOINT	
CORRESPONDENCE DATA			
Fax Number:	(617)526-9899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6175269620		
Email:	dmiranda@proskauer.com		
Correspondent Name:	David G. Miranda		
Address Line 1:	One International Place		
Address Line 2:	Proskauer Rose LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110-2600		
ATTORNEY DOCKET NUMBER:	40767-001		
NAME OF SUBMITTER:	David G. Miranda		
Signature:	/DGM03/		
Date:	12/27/2005		

CH \$40.00 2775700

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement"), dated as of December 23, by Ferrari Holding Inc. (the "Borrower") and each Guarantor listed on Schedule 1 hereto (collectively, the "Original Guarantors," together with the Borrower, the "Pledgors"), in favor of Jefferies Babson Finance LLC, in its capacity as Collateral Agent pursuant to the Credit Agreement of even date herewith (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the ratable benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the ratable benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor (collectively, the "Trademark Collateral"):

- (a) Trademarks of such Pledgor listed on Schedule 2 attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and Pledgors hereby acknowledge and affirm that the rights and remedies of the Trustee 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the full payment and performance of the Secured Obligations (other than unmatured indemnification obligations), upon written request of the Borrower, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FERRARI HOLDING INC.

By: _____

Name: Neil Garfinkel

Title: Chief Executive Officer

FRONTRANGE SOLUTIONS USA INC.

By: _____

Name:

Title:

FRONTRANGE SOLUTIONS INC.

By: _____

Name:

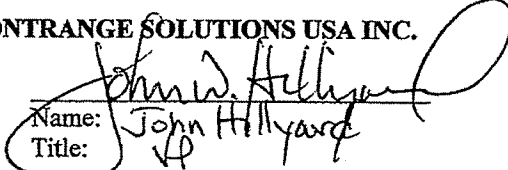
Title:

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

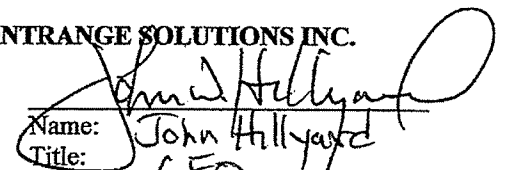
FERRARI HOLDING INC.

By: _____
Name:
Title:

FRONTRANGE SOLUTIONS USA INC.

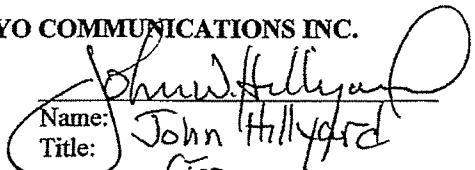
By: 
Name: John Hillyard
Title: VP

FRONTRANGE SOLUTIONS INC.

By: 
Name: John Hillyard
Title: CFO

CAYO COMMUNICATIONS INC.

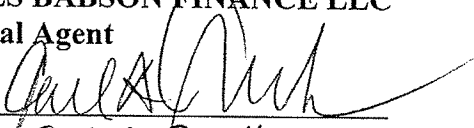
By:


Name: John Hillyard
Title: CFO

Accepted and Agreed:

JEFFERIES BABSON FINANCE LLC
as Collateral Agent

By:


Name: Carl A. Toriello
Title: Senior Managing Director

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

ORIGINAL GUARANTORS

NAME	ADDRESS
FrontRange Solutions USA Inc.	4120 Dublin Boulevard, Suite 200, Dublin, California 94568
FrontRange Solutions Inc.	4120 Dublin Boulevard, Suite 200, Dublin, California 94568
Cayo Communications Inc.	4120 Dublin Boulevard, Suite 200, Dublin, California 94568

SCHEDULE 2
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TITLE
Cayo Communications Inc.	2,775,700	VOXPOINT
FrontRange Solutions Inc.	2,753,613	FRONTRANGE SOLUTIONS
FrontRange Solutions Inc.	2,709,799	DESIGN MARK
FrontRange Solutions Inc.	2,753,614	FRONTRANGE SOLUTIONS
FrontRange Solutions Inc.	2,724,978	OPTIMIZE THE CUSTOMER EXPERIENCE
FrontRange Solutions Inc.	2,785,083	CUSTOMERIQ
FrontRange Solutions USA Inc.	1,991,498	FIRST LEVEL SUPPORT
FrontRange Solutions USA Inc.	2,041,587	GOLDMINE
FrontRange Solutions USA Inc.	2,210,801	HEAT
FrontRange Solutions USA Inc.	2,632,197	SIMPLY POWERFUL
Goldmine Software Corporation (now known as FrontRange Solutions Inc.)	2,559,582	CREATING CUSTOMERS FOR LIFE
Goldmine Front Office Division, Inc. (now known as FrontRange Solutions USA Inc.)	2,178,070	GOLDSYNC
Goldmine Front Office Division, Inc. (now known as FrontRange Solutions USA Inc.)	2,708,084	INFOCENTER

Trademark Applications:

OWNER	TITLE
FrontRange Solutions USA Inc.	DISCOVERNET
FrontRange Solutions USA Inc.	MASTER THE DYNAMICS OF CHANGE