

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
Inovis, Inc.		12/05/2005	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	American Capital Financial Services, Inc.		
Street Address:	2 Bethesda Metro Center, 14th Floor		
Internal Address:	Attn: Brett Hyman		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2747826	GET2CONNECT	
Serial Number:	78147042	INOVIS	
Registration Number:	2747827	GET2CONNECT.NET	
Registration Number:	2556222	TRUSTEDLINK	
CORRESPONDENCE DATA			
Fax Number:	(301)654-6714		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	301 841-1359		
Email:	brett.hyman@americancapital.com		
Correspondent Name:	American Capital Strategies, Ltd		
Address Line 1:	2 Bethesda Metro Center, 14th Floor		
Address Line 2:	Attn: Brett Hyman		
Address Line 4:	Bethesda, MARYLAND 20814		
NAME OF SUBMITTER:	Brett Hyman		

OP \$115.00 2747826

Signature:	/Brett Hyman/
Date:	01/04/2006
Total Attachments: 6 source=Trademark Security Agreement (Inovis, inc.)#page1.tif source=Trademark Security Agreement (Inovis, inc.)#page2.tif source=Trademark Security Agreement (Inovis, inc.)#page3.tif source=Trademark Security Agreement (Inovis, inc.)#page4.tif source=Trademark Security Agreement (Inovis, inc.)#page5.tif source=Trademark Security Agreement (Inovis, inc.)#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 5th day of December, 2005, INOVIS, INC., a Georgia corporation ("Grantor"), and AMERICAN CAPITAL FINANCIAL SERVICES, INC., a Delaware corporation, in its capacity as Agent for the Purchaser Group (together with its successors and assigns in such capacity, the "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Note Purchase Agreement, dated as of December 5, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement") among Inovis International, Inc., a Delaware corporation ("Parent"), and each of Parent's Affiliates and Subsidiaries identified on the signature pages thereof (such Affiliates and Subsidiaries, together with Parent are referred to hereinafter individually as an "Company" and collectively, jointly and severally, as the "Companies"), the securities purchasers party thereto as "Purchasers" ("Purchasers"), and Agent, the Purchaser Group is willing to purchase the Notes (as defined in the Purchase Agreement) and make certain financial accommodations available to Companies pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Purchaser Group are willing to purchase the Notes and make the financial accommodations to Companies as provided for in the Purchase Agreement, but only upon the condition, among others, that Grantor and the other Companies thereunder shall have executed and delivered to Agent, for the benefit of the Purchaser Group, that certain Security Agreement, dated as of December 5, 2005 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Purchaser Group, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Purchase Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Purchaser Group, a continuing first priority security interest (subject only to the WFF Agent's Lien) in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all modifications, reissues, continuations, extensions, and renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any

Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Purchaser Group, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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.

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 4, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Transaction Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature page follows]

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

INOVIS, INC.,
a Georgia corporation

By: 

Name: Sean Feeney
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:
AMERICAN CAPITAL FINANCIAL
SERVICES, INC.,
a Delaware corporation, as Agent

By: 
Name: Natasha Volynskaya
Title: Vice President

**Trademark Security Agreement – Schedule I
(Inovis, Inc. as Grantor)**

United States

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>App/Reg Number</u>	<u>App/Reg Date</u>
Inovis, Inc.	U.S.	INOVIS	78/147,042	07/24/2002
Inovis, Inc.	U.S.	GET2CONNECT	2,747,826	08/05/2003
Inovis, Inc.	U.S.	GET2CONNECT.NET	2,747,827	08/05/2003
Inovis, Inc.	U.S.	TRUSTEDLINK	2,556,222	04/02/2002

Foreign

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>App/Reg Number</u>	<u>App/Reg Date</u>
Inovis, Inc.	Argentina	TRUSTEDLINK (Cl. 38)	1661254	03/19/1998
Inovis, Inc.	Argentina	TRUSTEDLINK (Cl. 9)	1748306	08/11/1999
Inovis, Inc.	Australia	H (stylized)	730029	06/19/1998
Inovis, Inc.	Australia	HARBINGER	730028	10/10/1997
Inovis, Inc.	Australia	TRUSTEDLINK	730030	03/17/1997
Inovis, Inc.	Brazil	H (stylized) (class 40)	819673412	06/29/1999
Inovis, Inc.	Brazil	H (stylized) (class 41)	819780200	07/20/1999
Inovis, Inc.	Brazil	H (stylized) (class 9)	819673390	06/29/1999
Inovis, Inc.	Brazil	H (stylized) (class 39)	819673358	07/13/1999
Inovis, Inc.	Brazil	HARBINGER (class 38)	819673382	07/13/1999
Inovis, Inc.	Brazil	HARBINGER (class 40)	819673420	06/22/1999
Inovis, Inc.	Brazil	HARBINGER (class 41)	819780219	07/20/1999
Inovis, Inc.	Brazil	HARBINGER (class 9)	819673404	12/26/2001
Inovis, Inc.	Brazil	TRUSTEDLINK (class 38)	819673374	07/13/1999
Inovis, Inc.	Brazil	TRUSTEDLINK (class 40)	819673366	06/22/1999
Inovis, Inc.	Brazil	TRUSTEDLINK (class 9)	819673439	12/26/2001
Inovis, Inc.	Canada	H (stylized)	502334	10/16/1998
Inovis, Inc.	Canada	TRUSTEDLINK	503090	10/28/1998
Inovis, Inc.	Chile	H (stylized) (class 38)	488037	06/18/1997
Inovis, Inc.	Chile	H (stylized) (class 9)	488036	06/18/1997
Inovis, Inc.	Chile	HARBINGER (class 38)	488035	06/18/1997
Inovis, Inc.	Chile	HARBINGER (class 9)	488034	06/18/1997
Inovis, Inc.	Chile	TRUSTEDLINK (class 38)	490357	07/25/1997
Inovis, Inc.	Chile	TRUSTEDLINK (class 9)	490356	07/25/1997
Inovis, Inc.	China	H (stylized) (class 9)	1195442	07/28/1998
Inovis, Inc.	China	H (stylized)(class 38)	1155987	02/28/1998
Inovis, Inc.	China	HARBINGER (class 38)	1155988	02/28/1998
Inovis, Inc.	China	HARBINGER (class 9)	1195376	07/28/1998
Inovis, Inc.	China	TRUSTEDLINK (class 9)	1195444	07/28/1998

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<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>App/Reg Number</u>	<u>App/Reg Date</u>
Inovis, Inc.	China	TRUSTEDLINK (class 38)	1155989	02/28/1998
Inovis, Inc.	EU-CTM	HARBINGER	128413	10/20/1998
Inovis, Inc.	EU-CTM	INOVIS	3017381	01/22/2003
Inovis, Inc.	EU-CTM	H (stylized)	128447	10/20/1998
Inovis, Inc.	EU-France	INOVIS	23192308	11/05/2002
Inovis, Inc.	EU-Germany	INOVIS	30262574	12/31/2002
Inovis, Inc.	EU-Italy	INOVIS	FI2002C001 237	11/15/2002
Inovis, Inc.	Japan	H (stylized)(class 38)	4183044	08/28/1998
Inovis, Inc.	Japan	H (stylized)(class 9)	4215760	11/27/1998
Inovis, Inc.	Japan	HARBINGER (class 38)	4183042	08/28/1998
Inovis, Inc.	Japan	HARBINGER (class 9)	4146008	05/15/1998
Inovis, Inc.	Japan	TRUSTEDLINK (class 38)	4183043	02/28/1998
Inovis, Inc.	Japan	TRUSTEDLINK (class 9)	4146009	05/15/1998
Inovis, Inc.	Korea	HARBINGER (logo)(cl. 39)	403655	06/08/1998
Inovis, Inc.	Korea	HARBINGER (cl. 39)	403653	06/08/1998
Inovis, Inc.	Korea	HARBINGER (cl. 112)	46111	08/25/1998
Inovis, Inc.	Korea	HARBINGER (logo)(cl. 112)	46113	08/25/1998
Inovis, Inc.	Korea	TRUSTEDLINK (cl. 112)	46112	08/25/1998
Inovis, Inc.	Korea	TRUSTEDLINK (cl. 39)	403654	06/08/1998
Inovis, Inc.	Mexico	H (stylized) (class 38)	548720	05/23/1997
Inovis, Inc.	Mexico	H (stylized) (class 9)	548095	04/30/1997
Inovis, Inc.	Mexico	HARBINGER (class 38)	616555	06/28/1999
Inovis, Inc.	Mexico	HARBINGER (class 9)	616556	06/28/1999
Inovis, Inc.	Mexico	TRUSTEDLINK (class 9)	616560	03/26/1997
Inovis, Inc.	Mexico	TRUSTEDLINK (class 38)	626549	09/30/1999
Inovis, Inc.	S. Africa	INOVIS (class 35)	200300726	01/17/2003
Inovis, Inc.	S. Africa	INOVIS (class 42)	200300727	01/17/2003
Inovis, Inc.	S. Africa	INOVIS (class 9)	200300725	01/17/2003
Inovis, Inc.	Taiwan	H (stylized) (class 38)	101603	08/01/1998
Inovis, Inc.	Taiwan	H (stylized) (class 9)	800815	04/16/1998
Inovis, Inc.	Taiwan	HARBINGER (class 38)	102049	08/16/1998
Inovis, Inc.	Taiwan	HARBINGER (class 9)	503235	05/16/1998
Inovis, Inc.	Taiwan	TRUSTEDLINK	803234	05/16/1998
Inovis, Inc.	Thailand	H (stylized) (class 38)	BOR6329	06/01/1999
Inovis, Inc.	Thailand	H (stylized) (class 9)	KOR68845	02/20/1998

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RECORDED: 01/04/2006

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