

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 USA, Inc.		12/05/2005	CORPORATION: DELAWARE

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: 5

Property Type	Number	Word Mark
Serial Number:	78614558	BIZCONNECT
Serial Number:	78614566	BIZLINK
Serial Number:	78614574	BIZMANAGER
Serial Number:	78614577	HARBINGER
Serial Number:	78614551	SECURELINK

CORRESPONDENCE DATA

Fax Number: (301)654-6714

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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

900038954

TRADEMARK
REEL: 003220 FRAME: 0061

OP \$140.00 78614558

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

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 5th day of December, 2005, INOVIS USA, INC., a Delaware 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; and

WHEREAS, the members of the Purchaser Group are willing to purchase the Notes 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 USA, INC.,
a Delaware 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 USA, 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 USA, Inc.	U.S.	BIZCONNECT	78/614,558	04/22/2005
Inovis USA, Inc.	U.S.	BIZLINK	78/614,566	04/22/2005
Inovis USA, Inc.	U.S.	BIZMANAGER	78/614,574	04/22/2005
Inovis USA, Inc.	U.S.	HARBINGER	78/614,577	04/22/2005
Inovis USA, Inc.	U.S.	SECURELINK	78/614,551	04/22/2005

Foreign

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>App/Reg Number</u>	<u>App/Reg Date</u>
Inovis USA, Inc.	Argentina	BIZCONNECT	2627539	10/24/2005
Inovis USA, Inc.	Argentina	BIZLINK	2627540	10/24/2005
Inovis USA, Inc.	Argentina	BIZMANAGER	2627541	10/24/2005
Inovis USA, Inc.	Argentina	SECURELINK	2627542	10/24/2005
Inovis USA, Inc.	Australia	BIZCONNECT	TBD	10/24/2005
Inovis USA, Inc.	Australia	BIZLINK	TBD	10/24/2005
Inovis USA, Inc.	Australia	BIZMANAGER	TBD	10/24/2005
Inovis USA, Inc.	Australia	SECURELINK	TBD	10/24/2005
Inovis USA, Inc.	Brazil	BIZCONNECT	827873980	10/24/2005
Inovis USA, Inc.	Brazil	BIZLINK	TBD	10/24/2005
Inovis USA, Inc.	Brazil	BIZMANAGER	827873964	10/24/2005
Inovis USA, Inc.	Brazil	SECURELINK	827873930	10/24/2005
Inovis USA, Inc.	Canada	BIZCONNECT	1276870	10/24/2005
Inovis USA, Inc.	Canada	BIZLINK	1276872	10/24/2005
Inovis USA, Inc.	Canada	BIZMANAGER	1276891	10/24/2005
Inovis USA, Inc.	Canada	SECURELINK	1276892	10/24/2005
Inovis USA, Inc.	Chile	BIZCONNECT	TBD	10/24/2005
Inovis USA, Inc.	Chile	BIZLINK	TBD	10/24/2005
Inovis USA, Inc.	Chile	BIZMANAGER	TBD	10/24/2005
Inovis USA, Inc.	Chile	SECURELINK	TBD	10/24/2005
Inovis USA, Inc.	China	BIZCONNECT	TBD	10/24/2005
Inovis USA, Inc.	China	BIZLINK	TBD	10/24/2005
Inovis USA, Inc.	China	BIZMANAGER	TBD	10/24/2005
Inovis USA, Inc.	China	SECURELINK	TBD	10/24/2005

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>App/Reg Number</u>	<u>App/Reg Date</u>
Inovis USA, Inc.	EU-CTM	BIZCONNECT	TBD	10/24/2005
Inovis USA, Inc.	EU-CTM	BIZLINK	TBD	10/24/2005
Inovis USA, Inc.	EU-CTM	BIZMANAGER	TBD	10/24/2005
Inovis USA, Inc.	EU-CTM	SECURELINK	TBD	10/24/2005
Inovis USA, Inc.	Japan	BIZCONNECT	TBD	10/24/2005
Inovis USA, Inc.	Japan	BIZLINK	TBD	10/24/2005
Inovis USA, Inc.	Japan	BIZMANAGER	TBD	10/24/2005
Inovis USA, Inc.	Japan	SECURELINK	TBD	10/24/2005
Inovis USA, Inc.	Korea	BIZCONNECT	TBD	10/24/2005
Inovis USA, Inc.	Korea	BIZLINK	TBD	10/24/2005
Inovis USA, Inc.	Korea	BIZMANAGER	TBD	10/24/2005
Inovis USA, Inc.	Korea	SECURELINK	TBD	10/24/2005
Inovis USA, Inc.	Mexico	BIZCONNECT	746662	10/24/2005
Inovis USA, Inc.	Mexico	BIZLINK	746663	10/24/2005
Inovis USA, Inc.	Mexico	BIZMANAGER	746664	10/24/2005
Inovis USA, Inc.	Mexico	SECURELINK	746665	10/24/2005
Inovis USA, Inc.	S. Africa	BIZCONNECT	2005/22843	10/24/2005
Inovis USA, Inc.	S. Africa	BIZLINK	2005/22844	10/24/2005
Inovis USA, Inc.	S. Africa	BIZMANAGER	2005/22845	10/24/2005
Inovis USA, Inc.	S. Africa	SECURELINK	2005/22846	10/24/2005
Inovis USA, Inc.	Taiwan	BIZCONNECT	94051076	10/24/2005
Inovis USA, Inc.	Taiwan	BIZLINK	94051074	10/24/2005
Inovis USA, Inc.	Taiwan	BIZMANAGER	94051072	10/24/2005
Inovis USA, Inc.	Taiwan	SECURELINK	94051069	10/24/2005
Inovis USA, Inc.	Thailand	BIZCONNECT	607783	10/25/2005
Inovis USA, Inc.	Thailand	BIZLINK	607784	10/25/2005
Inovis USA, Inc.	Thailand	BIZMANAGER	607785	10/25/2005
Inovis USA, Inc.	Thailand	SECURELINK	607786	10/25/2005