

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Amendment to Acknowledgement of Intellectual Property Collateral Lien		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DATICON HOLDING CORPORATION		01/03/2006	CORPORATION: DELAWARE
DATICON , INC.		01/03/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CAPITALSOURCE FINANCE LLC		
Street Address:	4445 Willard Avenue		
Internal Address:	12th Floor		
City:	Chevy Chase		
State/Country:	MARYLAND		
Postal Code:	01760		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78502652	DATIVISION INTELLIGENT ELECTRONIC DATA DISCOVERY	
Serial Number:	78473285	DISCOVERY ONDEMAND	
CORRESPONDENCE DATA			
Fax Number:	(617)856-8201		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-856-8145		
Email:	ip@brownrudnick.com		
Correspondent Name:	Mark S. Leonardo		
Address Line 1:	One Financial Center		
Address Line 4:	Boston, MASSACHUSETTS 02111		
ATTORNEY DOCKET NUMBER:	23324/34		
NAME OF SUBMITTER:	Mark S. Leonardo		

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Signature:

/s/Mark S. Leonardo/

Date:

01/10/2006

Total Attachments: 8

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**FIRST AMENDMENT TO ACKNOWLEDGEMENT
OF INTELLECTUAL PROPERTY COLLATERAL LIEN**

This First Amendment to Acknowledgement of Intellectual Property Collateral Lien dated and effective as of January 3, 2006 (this "Amendment"), is made by each of DATICON HOLDING CORPORATION, a Delaware corporation ("Parent"), and DATICON, INC., a Delaware corporation ("Daticon", and together with the Parent, each a "Grantor" and, collectively, the "Grantors"), in favor of CAPITALSOURCE FINANCE LLC, a Delaware limited liability company, as administrative agent and collateral agent for the Lenders under the Loan Agreement, as defined below (in such capacities, "Secured Party"). This Amendment amends that certain Acknowledgement of Intellectual Property Collateral Lien dated and effective as of September 5, 2003 among the Grantors party thereto and Secured Party, for the benefit of the Lenders (the "Acknowledgement"). Capitalized terms used herein and not defined herein shall have the same meanings given to such terms in the Acknowledgement.

WITNESSETH

WHEREAS, Grantors have entered into, among other documents, the Acknowledgement and the Revolving Credit, Term Loan, and Security Agreement dated as of September 5, 2003 ("Original Loan Agreement"), as amended by the First Amendment and Waiver to the Revolving Credit, Term Loan and Security Agreement dated as of November 24, 2004 ("First Amendment") and the Second Amendment to Revolving Credit, Term Loan and Security Agreement dated as of the date hereof ("Second Amendment"; and collectively with the Original Loan Agreement and First Amendment, as the same exists and may be amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the "Loan Agreement");

WHEREAS, it is a condition to the effectiveness of the Second Amendment and to the Secured Party and Lenders making any additional Loans or other financial accommodations to or for the benefit of Grantors that, among other things, Grantors execute and deliver to Secured Party this Amendment for the benefit of the Lenders;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and to induce Secured Party and Lenders to enter into the Second Amendment and to continue to make Loans to the Grantors thereunder, each Grantor hereby agrees with Secured Party, for the benefit of the Lenders, as follows:

Section 1. Amendments.

(I) Schedule I to the Acknowledgment is hereby amended to add the Trademarks and Trademark Licenses, as applicable, set forth on Schedule A to this Amendment, which Trademarks and Trademark Licenses: (a) shall be and hereby are made Trademarks and Trademarks Licenses, as applicable, under and pursuant to the Acknowledgement in all respects; (b) shall be and hereby are Trademarks and Trademark Licenses referred to in the Acknowledgement; and (c) shall constitute security for the Obligations. In connection with the foregoing, all references to Schedule I in the Acknowledgement are hereby deemed to refer to Schedule I as amended by Schedule A to

this Amendment. Grantors represent and warrant to Secured Party, for the benefit of the Lenders: (i) that the Trademarks and Trademark Licenses set forth on Schedule I as amended by Schedule A to this Amendment constitute all of the Trademarks and Trademark Licenses of Grantors; and (ii) that the Intellectual Property Collateral set forth on Schedule I, Schedule II and Schedule III of the Acknowledgement, as amended hereby, constitute all of the Intellectual Property Collateral that is owned by Grantors.

(II) A new Section 4 shall be and hereby is added to the Acknowledgement as follows:

“Section 4. New Intellectual Property. If, before the Obligations shall have been indefeasibly and irrevocably satisfied in full and the Loan Agreement shall have been terminated, any Grantor shall obtain rights to any new Intellectual Property Collateral, then the provisions of Section 2 of this Acknowledgement and Section 6.1 of the Loan Agreement shall automatically apply thereto and such Grantor shall give to Secured Party prompt written notice thereof. In furtherance and not in limitation of Section 6.3 of the Loan Agreement, each Grantor hereby authorizes Secured Party: (a) to modify this Acknowledgement, without the necessity of any Grantor’s further approval or signature, by noting any future acquired Intellectual Property Collateral on Schedule I, Schedule II and/or Schedule III hereto, as applicable; provided, however, that the failure of Secured Party to make any such notation shall not limit or affect the obligations of such Grantor or rights of Secured Party hereunder; and (b) to take such further actions as may be necessary or appropriate to obtain and perfect the Secured Party’s security interest in any such right, title or interest of such Grantor, including but not limited to recording such amended Schedule I, Schedule II and/or Schedule III, as applicable, in the United States Patent and Trademark Office or the United States Copyright Office, as applicable, in each case without the necessity of any Grantor’s further approval or signature; provided, however, that the failure of Secured Party to make any such filing shall not limit or affect the obligations of any Grantor or rights of Secured Party hereunder.”

Section 2. Reaffirmation of Grant of Security Interest in Intellectual Property Collateral. Each Grantor hereby: (a) reaffirms all prior grants of security interests in favor of Secured Party in all of Grantor’s right, title, and interest in, to, the Intellectual Property Collateral and under the Acknowledgement and the Loan Agreement, including, without limitation, as identified on Schedule I, Schedule II and Schedule III to the Acknowledgement prior to the effectiveness of this Amendment; (b) grants, assigns, transfers, and conveys to Secured Party continuing security interests in all of Grantor’s right, title, and interest in, to, and under the Trademarks and Trademark Licenses identified on Schedule A attached hereto as fully as if such Trademarks and Trademark Licenses had originally been located on Schedule I (in accordance with Section 2 of the Acknowledgement as amended by this Amendment); (c) represents and warrants that the representations and warranties in the Acknowledgement, as amended by this Amendment, are true and correct in all respects on and as of the date hereof, as though made on such date (except to the extent that any such representations or warranties relate solely to an earlier date); and (d) agrees that the Acknowledgement, as amended hereby, is and shall remain in full force and effect.

Section 3. Severability. The provisions of this Amendment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Amendment in any jurisdiction.

Section 4. Counterparts. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Amendment. Delivery of an executed counterpart of this Amendment by facsimile shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by facsimile also shall deliver an original executed counterpart of this Amendment but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment. The foregoing shall apply to each other Loan Document *mutatis mutandis*. This Amendment shall be deemed to be a Loan Document.

Section 5. Successors and Assigns. This Amendment shall be binding upon the Grantor and its respective successors and assigns and shall inure to the benefit of Secured Party and its respective successors, assigns and nominees.

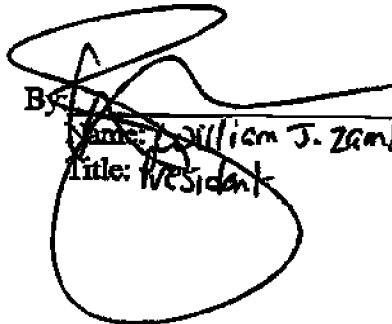
Section 6. MISCELLANEOUS. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE GRANTORS AND SECURED PARTY UNDER THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE CHOICE OF LAW PROVISIONS SET FORTH IN THE LOAN AGREEMENT AND SHALL BE SUBJECT TO THE WAIVER OF JURY TRIAL AND NOTICE PROVISIONS OF THE LOAN AGREEMENT.

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

DATICON HOLDING CORPORATION, a Delaware corporation

By: _____
Name:
Title:

DATICON, INC., a Delaware corporation

By: 
Name: William J. Zambano
Title: President

ACCEPTED AND AGREED:

**CAPITALSOURCE FINANCE LLC, as
Secured Party**

By: Joseph Pent
Name:
Title:

ACKNOWLEDGEMENT OF GRANTORS

State of _____

County of _____

On this ___ day of _____, 2005 before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of DATICON HOLDING CORPORATION, who being by me duly sworn did depose and say that he is an authorized officer of each said corporation, that the said instrument was signed on behalf of each said corporation as authorized by its respective Board of Directors and that he acknowledged said instrument to be the free act and deed of each said corporation.

Notary Public

ACKNOWLEDGEMENT OF GRANTORS

State of Connecticut

County of New London

On this 3rd day of January, 2006 before me personally appeared William Zamberano proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of DATICON, INC. who being by me duly sworn did depose and say that he is an authorized officer of each said corporation, that the said instrument was signed on behalf of each said corporation as authorized by its respective Board of Directors and that he acknowledged said instrument to be the free act and deed of each said corporation.

Jessica M. DiStefano
Notary Public
My comm. expires 1/3/09

SCHEDULE A
To
FIRST AMENDMENT TO ACKNOWLEDGEMENT OF
INTELLECTUAL PROPERTY COLLATERAL LIEN
TRADEMARK REGISTRATIONS

Additions To Schedule I To Acknowledgement of
 Intellectual Property Collateral Lien Trademark Registrations:

Trademark	Grantor	Reg./App. Nos.
DATIVISION INTELLIGENT ELECTRONIC DATA DISCOVERY and Design	Daticon, Inc.	78502652 (Filed: October 20, 2004)
DISCOVERY ON DEMAND	Daticon, Inc.	78473285 (Filed: August 25, 2004)
DISCOVERY ONDEMAND	Daticon, Inc.	78473285 (Aug. 25, 2004)
DATIVISION INTELLIGENT ELECTRONIC DATA DISCOVERY	Daticon, Inc.	78502652 (Oct. 20, 2004)

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