

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Compusearch Holdings Company, Inc.		12/30/2005	CORPORATION:
Compusearch Acquisition Company, Inc.		12/30/2005	CORPORATION:
Compusearch Software Systems, Inc		12/30/2005	CORPORATION:
RECEIVING PARTY DATA			
Name:	American Capital Financial Services, Inc.		
Street Address:	22685 Holiday Park Drive, Suite 40		
City:	Dulles		
State/Country:	VIRGINIA		
Postal Code:	20166		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2544082	VIRTUAL PROCUREMENT OFFICE	
CORRESPONDENCE DATA			
Fax Number:	(212)310-8007		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	sara.feldschreiber@weil.com, phyllis.eremitaggio@weil.com		
Correspondent Name:	Weil,Gotshal&Mangesc/oSara Feldschreiber		
Address Line 1:	767 5th Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	14082.0102		
NAME OF SUBMITTER:	Sara Feldschreiber		

CH \$40.00 2544082

900041300

TRADEMARK  
REEL: 003239 FRAME: 0798

Signature:

/Sara Feldschreiber/

Date:

02/03/2006

**Total Attachments: 8**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, entered into as of December 30, 2005, by and among Compusearch Holdings Company, Inc. a Delaware corporation ("Holdings"), Compusearch Acquisition Company, Inc., a Delaware corporation ("Parent") and Compusearch Software Systems, Inc., a Virginia corporation (the "Company," and together with Holdings and Parent, the "Grantors", and each a "Grantor") to and in favor of AMERICAN CAPITAL FINANCIAL SERVICES, INC., a Delaware corporation ("ACAS"), as agent for the Purchasers identified in the Note and Equity Purchase Agreement (the "Purchase Agreement") among the Grantors, ACAS and the Purchasers party thereto dated of even date herewith (in such capacity, the "Secured Party").

### WITNESSETH:

WHEREAS, pursuant to the Purchase Agreement, the Purchasers have severally agreed to purchase certain Notes (as defined in the Purchase Agreement) upon the terms and subject to the conditions set forth therein; and

WHEREAS, each Grantor is party to a Security Agreement dated as of July 7, 2005 in favor of the Secured Party (the "Security Agreement") and each Grantor is required to execute and deliver this Trademark Security Agreement pursuant to the Security Agreement and the Purchase Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, each Grantor hereby agrees with the Secured Party as follows:

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

SECTION 2. **Grant of Security Interest in Trademark Collateral** Each Grantor, as collateral security for the full, prompt and complete payment when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges, hypothecates and grants to the Secured Party, for the benefit of the Purchasers, a Lien on and a continuing security interest in all of such Grantor's right, title and interest in the following property of such Grantor now owned or hereafter acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks or Trademark Licenses, including, without limitation, those referred to on Schedule I hereto;
- (b) all renewals, reversions, and extensions of the foregoing; and
- (c) all income, royalties, proceeds, damages and other Liabilities now or hereafter due or payable or asserted under and with respect to any of the foregoing,

including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

SECTION 3. **Grantor Remains Liable.** It is expressly agreed by each Grantor that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks or Trademark Licenses, and shall hold the Secured Party harmless from any and all costs, damages, liabilities and expenses that may be incurred in connection with the Secured Party's interest in such Trademarks or Trademark Licenses or any other action or failure to act in connection with this Trademark Security Agreement, except to the extent the same are caused by the gross negligence or willful misconduct of the Secured Party. Each Grantor shall remain liable for any and all claims by any Person that the conduct of such Grantor's business or products or processes of such Grantor infringe any rights of such person.

SECTION 4. **Security Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party 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.

SECTION 5. **Counterparts.** This Trademark Security Agreement may be executed in any number of separate counterparts, each of which shall collectively and separately constitute one agreement.

SECTION 6. **Applicable Law.** THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF MARYLAND, WITHOUT GIVING EFFECT TO MARYLAND CHOICE OF LAW DOCTRINE.

[signature page follows]

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 003239 FRAME: 0801**

IN WITNESS WHEREOF, each 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.

**GRANTORS:**

COMPUSEARCH HOLDINGS COMPANY,  
INC.

By: Odette Benda  
Name: ODETTE BENDA  
Title: CHIEF FINANCIAL OFFICER

COMPUSEARCH ACQUISITION  
COMPANY, INC.

By: Odette Benda  
Name: ODETTE BENDA  
Title: SECRETARY & TREASURER

COMPUSEARCH SOFTWARE SYSTEMS,  
INC.

By: Odette Benda  
Name: ODETTE BENDA  
Title: SECRETARY & TREASURER

Accepted and Agreed:

AMERICAN CAPITAL FINANCIAL SERVICES, INC.,  
as the Secured Party

By:

A handwritten signature in black ink, consisting of a stylized 'A' followed by a series of loops and a long horizontal stroke.

Name:

Title:

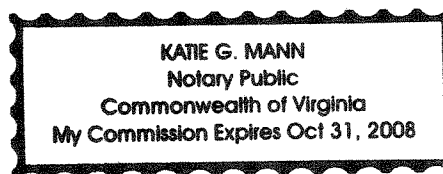
SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

Acknowledgement of Grantor

STATE OF Virginia)  
COUNTY OF Loudoun) ss.

On this 30 day of December, 2006<sup>5</sup> before me personally appeared Odette Bank proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Compusearch Holdings Company, Inc., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

Kate G. Mann  
Notary Public

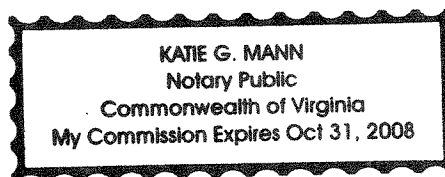


Acknowledgement of Grantor

STATE OF Virginia)  
COUNTY OF Lawson) ss.

On this 30 day of December, 2008<sup>5</sup> before me personally appeared Odette Runk, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Compusearch Acquisition Company, Inc., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

Katie G. Mann  
Notary Public





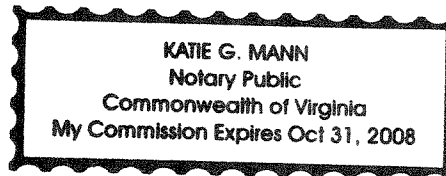
Acknowledgement of Grantor

STATE OF Virginia )

COUNTY OF Loudoun ) ss.

On this 30 day of December, 2007<sup>5</sup> before me personally appeared Walter B. Baskin proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Compusearch Software Systems, Inc., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

Katie G. Mann  
Notary Public



**SCHEDULE I**  
**to**  
**Trademark Security Agreement**

**Trademark Registrations**

**A. REGISTERED TRADEMARKS**

<b>Trademark</b>	<b>Jurisdiction</b>	<b>Application/Registration No.</b>	<b>Filing Date</b>	<b>Effective Date</b>
Virtual Procurement Office	United States	Reg. No. 2,544,082	4/6/00	3/5/02

**B. TRADEMARK APPLICATIONS**

None.

**C. TRADEMARK LICENSES**

None.