

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SER Solutions, Inc.		02/27/2006	CORPORATION: VIRGINIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Magnetar Financial LLC
<b>Street Address:</b>	1603 Orrington Avenue, 13th Floor
<b>City:</b>	Evanston
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60201
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 30**

Property Type	Number	Word Mark
Registration Number:	2209979	CENTENIUM
Registration Number:	2391972	CUE CONTACT UNIVERSAL EXCHANGE
Registration Number:	2427807	CYBERNETICS
Registration Number:	2384634	CYBERNETICS
Registration Number:	2098642	EIS INTERNATIONAL
Registration Number:	2959110	ENCORE PLUS
Registration Number:	2554212	JCODE
Registration Number:	2633470	PORTAL CONNECT
Registration Number:	2641204	PORTAL CONNECT
Registration Number:	2637571	PORTAL CONNECT
Registration Number:	2630350	PORTAL CONNECT
Registration Number:	2623522	PORTAL CONNECT
Registration Number:	2638461	PORTAL CONNECT
Registration Number:	2285047	ROSTER OPTIMIZATION

**OP \$765.00 2209979**

Registration Number:	2879866	SER
Registration Number:	2882113	SER
Registration Number:	2886905	SER
Registration Number:	2764874	SER SOLUTIONS
Registration Number:	2854231	SER SOLUTIONS
Registration Number:	2815348	SER SOLUTIONS
Registration Number:	2919267	SER SOLUTIONS
Registration Number:	1555518	SMART-KEY
Registration Number:	1473998	SMART-PACE
Registration Number:	1953345	SMART-PACE
Registration Number:	2816735	SMARTSTAT
Serial Number:	76555555	STRATEGIC CONVERGENCE
Registration Number:	2460705	VIRTUAL CENTER FORECASTER
Registration Number:	2675074	V VORTECS
Registration Number:	2714654	V VORTECS
Registration Number:	2542043	WORKFORCE MANAGER

**CORRESPONDENCE DATA**

Fax Number: (213)996-3339  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 2136836339  
Email: claudiaimmerzeel@paulhastings.com  
Correspondent Name: Paul Hastings Janofsky & Walker LLP  
Address Line 1: 515 South Flower Street, 25th Floor  
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	59782.00006
NAME OF SUBMITTER:	Claudia R Immerzeel
Signature:	/Claudia R Immerzeel/
Date:	02/27/2006

Total Attachments: 6  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 27th day of February, 2006, among Grantors listed on the signature pages hereof (individually and collectively, jointly and severally, "Grantors" and each individually "Grantor"), and MAGNETAR FINANCIAL LLC, a Delaware limited liability company, in its capacity as Agent for the Lender Group (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of February 27, 2006 (as amended, restated, modified, supplemented, refinanced, renewed or extended from time to time, including all exhibits and schedules thereto the "Credit Agreement") among the lenders identified on the signature pages thereof (such lenders together with their respective successors and permitted assigns, are referred to hereinafter each individually as a "Lender" and collectively as the "Lenders"), Agent, SER Holdings, Inc., a Delaware corporation ("Parent"), SER Systems, Inc., a Virginia corporation ("Systems") and SER Solutions, Inc., a Virginia corporation ("Solutions" and together with Systems referred to hereinafter each individually as a "Borrower" and individually and collectively, jointly and severally, as the "Borrowers"), the Lender Group is willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Security Agreement dated as of February 27, 2006 (as amended, restated, supplemented or otherwise modified from time to time, including all annexes, exhibits and schedules thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender 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, each 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 or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group, a continuing first priority (subject to Permitted Liens) security interest 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 rights in and to Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

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

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

(e) all products and proceeds of the foregoing, including any claim by such 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 FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. 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 Lender Group, pursuant to the Security Agreement. Each 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.


5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors 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 Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. 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.

6. 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 Loan 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.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

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.

SER SOLUTIONS, INC., a Virginia corporation

By:   
Name: \_\_\_\_\_  
Title: Brent D. Bradley  
Vice President & Secretary

ACCEPTED AND ACKNOWLEDGED BY:

MAGNETAR FINANCIAL LLC, a Delaware  
limited liability company, as Agent

By: \_\_\_\_\_  
Name: Paul Smith  
Title: General Counsel

TRADEMARK SECURITY AGREEMENT

TRADEMARK  
REEL: 003254 FRAME: 0970

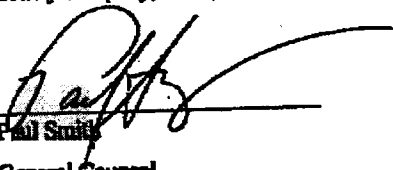
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**SER SOLUTIONS, INC.**, a Virginia corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACCEPTED AND ACKNOWLEDGED BY:**

**MAGNETAR FINANCIAL LLC**, a Delaware limited liability company, as Agent

By:   
Name: Paul Smith  
Title: General Counsel

TRADEMARK SECURITY AGREEMENT

  
TRADEMARK  
REEL: 003254 FRAME: 0971

**Schedule 1  
Trademarks**

**All Intellectual Property is held in the name of SER Solutions, Inc.**

U.S. Trademarks and Applications			
Mark	Application No.	Filing Date	Registration No.
CENTENIUM	75/119,023	5/31/1996	2,209,979
CUE CONTACT UNIVERSAL EXCHANGE	75/458,503	3/27/1998	2,391,972
CYBERNETICS	75/518,979	7/10/1998	2,427,807
CYBERNETICS	75/518,982	7/10/1998	2,384,634
BIS INTERNATIONAL	75/004,094	10/11/1995	2,098,642
ENCORE PLUS	76/555,554	10/32/03	2,959,110
JCODE	75/816,332	10/6/1999	2,554,212
PORTAL CONNECT	75/923,166	2/18/2000	2,633,470
PORTAL CONNECT	75/923,167	2/18/2000	2,641,204
PORTAL CONNECT	75/923,168	2/18/2000	2,637,571
PORTAL CONNECT & DESIGN	76/176,306	12/6/2000	2,630,350
PORTAL CONNECT & DESIGN	76/176,307	12/6/2000	2,623,522
PORTAL CONNECT & DESIGN	76/176,317	12/6/2000	2,638,461
ROSTER OPTIMIZATION	75/510,512	6/29/1998	2,285,047
SER & DESIGN	76/182,173	12/18/2000	2,879,866
SER & DESIGN	76/182,174	12/18/2000	2,882,113
SER & DESIGN	76/182,201	12/18/2000	2,886,903
SER SOLUTIONS	76/181,113	12/14/2000	2,764,874
SER SOLUTIONS	76/181,114	12/14/2000	2,854,231
SER SOLUTIONS	76/181,115	12/14/2000	2,815,348
SER SOLUTIONS	76/181,116	12/14/2000	2,919,267
SMART-KEY	73/667,212	6/18/1987	1,555,518
SMART-PACE	73/652,541	4/1/1987	1,473,998
SMART-PACE	74/648,458	3/6/1995	1,953,345
SMARTSTAT	76/503,930	4/4/03	2,816,735
STRATEGIC CONVERGENCE	76/555,555	10/31/03	
VIRTUAL CENTER FORECASTER	75/510,510	6/29/1998	2,460,705
V-VORTECS	78/075,396	7/24/2001	2,675,074
V-VORTECS	78/075,397	7/24/2001	2,714,654
WORKFORCE MANAGER	75/510,574	6/29/1998	2,542,043

German Trademarks and Applications			
Mark	Application No.	Filing Date	Registration No.
SER	S 36450 9WZ	20-Apr-1993	2053936
SER & LOGO	39873823.8	22-Dec-1998	39873823
SER BRAINWARE	39928574.1	18-May-1999	39928574
SER THE KNOWLEDGE COMPANY	300 61 943.6	18-Aug-2000	300 61 943.6/38
SERATIO	39639355.7	09-Sep-1996	39639335
SERDISTILLER	30061427.6	16-Aug-2000	30061427
SERGLOBALBRAIN	30070122.5	19-Sep-2000	30070122
SERWARE	30039463.2	24-May-2000	30039463

European Trademarks and Applications			
Mark	Application No.	Filing Date	Registration No.
SER	836239	28-May-1998	836239
SER & LOGO	1050814	20-Jan-1999	1050814
SER LOGO	1042621	04-Jan-1999	1042621
SER THE KNOWLEDGE COMPANY	1813620	18-Aug-2000	
SERATIO	836205	28-May-1998	836205
SERBRAINWARE	1218593	23-Jun-1999	1218593

SERDISTILLER	1810696	16-Aug-2000	1810696
SERGLOBALBRAIN	2314789	25-Jul-2001	2314789
SERIMAIL	2315711	25-Jul-2001	2315711
SERMULTIVIEW	1218676	23-Jun-1999	
SERPROCESS	2015121	22-Dec-2000	2015121
SERWARE	1674449	24-May-2000	

**Trademark Licenses**

**None.**