

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Amendment to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IMRC, Inc.		03/10/2006	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services, Inc., as Administrative Agent		
Street Address:	222 N. LaSalle Street, 16th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78791665	TECHNISOURCE	
Serial Number:	78797391	T	
Serial Number:	78797468	T TECHNISOURCE	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7496		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3128637194		
Email:	sonya.szot@goldbergekohn.com		
Correspondent Name:	Sonya Szot		
Address Line 1:	55 E. Monroe Street, Suite 3700		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	5125.117		
NAME OF SUBMITTER:	Sonya Szot		

OP \$90.00 78791665

Signature:

/Sonya Szot/

Date:

03/15/2006

Total Attachments: 5

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FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT, dated as of March 10, 2006 (this "Amendment") is by and between IMRC, INC., a Nevada corporation ("Grantor"), and MERRILL LYNCH CAPITAL, A DIVISION OF MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC., in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (as defined below) ("Grantee").

WITNESSETH

WHEREAS, Grantor and Grantee are parties to a certain Trademark Security Agreement dated as of December 2, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") entered into in connection with that certain Credit Agreement dated as of December 2, 2005 among Intellimark Holdings, Inc., the Lenders (as defined therein) and Grantee, as Administrative Agent for the Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms not otherwise defined herein have the respective meanings given to them in the Credit Agreement); and

WHEREAS, Grantor and Grantee have agreed to amend the Trademark Security Agreement in certain respects, as set forth below;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Amendment to the Trademark Security Agreement. The Trademark Security Agreement is amended as follows:

(a) Schedule 1 to the Trademark Security Agreement shall be amended and restated in its entirety as set forth on Exhibit A hereto.

2. Miscellaneous.

(a) Captions. Section captions used in this Amendment are for convenience only, and shall not affect the construction of this Amendment.

(b) Governing Law. This Amendment shall be a contract made under and governed by the laws of the State of Illinois, without regard to conflict of laws principles. Whenever possible each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Amendment shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

(c) Counterparts. This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts, and each such counterpart

shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Amendment.

* * * *

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

IMRC, INC.

By  _____
Its _____

AGREED and ACCEPTED
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
in its capacity as Administrative Agent

By _____
Its _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

IMRC, INC.

By _____
Its _____

AGREED and ACCEPTED
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
in its capacity as Administrative Agent

By *[Signature]*
Its VICE President

EXHIBIT A

Schedule 1

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>Serial No.</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
INTELLIMARK	75-384613	2390201	9/26/00

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>Serial No.</u>	<u>Application Filing Date</u>
TECHNISOURCE	78791665	1/13/06
STYLIZED "T"	78797391	1/23/06
STYLIZED "T" AND WORD "TECHNISOURCE"	78797468	1/23/06