

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
Turning Technologies, LLC		06/21/2006	LIMITED LIABILITY COMPANY: OHIO
Responsive Innovations, LLC		06/21/2006	LIMITED LIABILITY COMPANY: OHIO
Turning Tech Holdings, LLC		06/21/2006	LIMITED LIABILITY COMPANY: OHIO

RECEIVING PARTY DATA

Name:	Harbert Mezzanine Partners II SBIC, L.P., as Collateral Agent
Street Address:	One Riverchase Parkway South
City:	Birmingham
State/Country:	ALABAMA
Postal Code:	35244
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2919489	RESPONSECARD
Registration Number:	2929281	TURNING IDEAS INTO SOLUTIONS
Registration Number:	2929282	TURNINGPOINT
Registration Number:	2981383	
Registration Number:	2981384	
Registration Number:	2981382	TURNING TECHNOLOGIES

CORRESPONDENCE DATA

Fax Number: (919)416-8339

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

Phone: 919 286-8049

OP \$165.00 2919489

900056944

TRADEMARK
REEL: 003381 FRAME: 0394

Email: PTO_TMconfirmation@mvalaw.com
Correspondent Name: Moore & Van Allen PLLC
Address Line 1: 430 Davis Drive
Address Line 2: Suite 500
Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	020160.3SATTURNINGRESJES
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NAME OF SUBMITTER:	Charles L. Evans
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Signature:	/Charles L. Evans/
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Date:	08/31/2006
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Total Attachments: 10

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SHORT FORM TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 21, 2006, is by and among TURNING TECHNOLOGIES, LLC, an Ohio limited liability company, ("Turning") and the other parties identified on the signature pages hereto as Grantors (Turning and such other parties, each a "Grantor" and, together the "Grantors"), and HARBERT MEZZANINE PARTNERS II SBIC, L.P. and PATRIOT CAPITAL L.P. (through their collateral agent HARBERT MEZZANINE PARTNERS II SBIC, L.P.) (the "Lender").

WITNESSETH:

WHEREAS, the Grantors, the other Loan Parties and the Lender have entered into an Investment Agreement dated as of June 21, 2006 (as it may be amended or modified from time to time, the "Credit Agreement").

WHEREAS, the Grantors have entered into a Pledge and Security Agreement (the "Security Agreement") in order to induce the Lender to enter into, and extend credit to the Grantors under, the Credit Agreement, pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lender to extend credit to the Grantors, each Grantor hereby agrees with the Lender as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Agreement used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

Section 2. Grant of Security Interest in Trademarks Collateral

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby collaterally assigns, mortgages and pledges to the Lender, and grants to the Lender a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing, including, without limitation, the trademarks and trade names listed on the Schedule attached hereto;
- (b) all licenses of the foregoing, whether as licensee or licensor, including, without limitation, the licenses listed on the Schedule attached hereto;
- (c) all renewals of the foregoing;
- (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof;

- (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and
- (f) all rights corresponding to any of the foregoing throughout the world.

Section 3. Security Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender 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.

[SIGNATURE PAGES FOLLOW]

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

GRANTORS:

TURNING TECHNOLOGIES, LLC, an Ohio limited liability company

By: _____

Name: _____

Title: _____

RESPONSIVE INNOVATIONS, LLC, an Ohio limited liability company

By: _____

Name: _____

Title: _____

TURNING TECH HOLDINGS, LLC, an Ohio limited liability company

By: _____

Name: _____

Title: _____

ACCEPTED AND AGREED
as of the date first above written:

HARBERT MEZZANINE PARTNERS II SBIC, L.P. and
PATRIOT CAPITAL, L.P. (through their collateral agent
HARBERT MEZZANINE PARTNERS II SBIC, L.P.)

By: HMP II SBIC GP, LLC,
its General Partner

By: Harbert Mezzanine Partners II GP, LLC,
its Sole Manager

By: Harbinger Mezzanine Manager II, Inc.,
its Sole Manager

By: _____
Name: Robert Bourquin
Title: Director of Investments

[Short Form Trademark Security Agreement]

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

GRANTORS:

TURNING TECHNOLOGIES, LLC, an Ohio limited liability company

By: _____
Name:
Title:

RESPONSIVE INNOVATIONS, LLC, an Ohio limited liability company

By: _____
Name:
Title:

TURNING TECH HOLDINGS, LLC, an Ohio limited liability company

By: _____
Name:
Title:

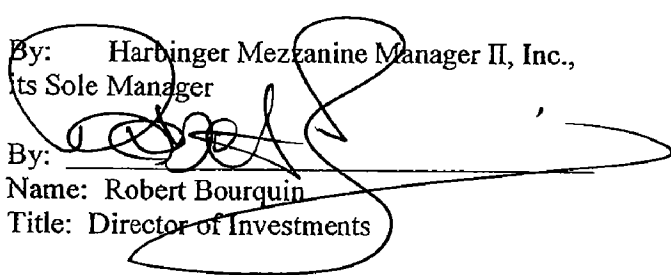
ACCEPTED AND AGREED
as of the date first above written:

HARBERT MEZZANINE PARTNERS II SBIC, L.P. and
PATRIOT CAPITAL, L.P. (through their collateral agent
HARBERT MEZZANINE PARTNERS II SBIC, L.P.)

By: HMP II SBIC GP, LLC,
its General Partner

By: Harbert Mezzanine Partners II GP, LLC,
its Sole Manager

By: Harbinger Mezzanine Manager II, Inc.,
its Sole Manager

By: 
Name: Robert Bourquin
Title: Director of Investments

[Short Form Trademark Security Agreement]

STATE OF OHIO

)

) ss.

COUNTY OF FRANKLIN

)

On this 20th day of June, 2006, before me personally appeared Michael Scott, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of TURNING TECHNOLOGIES, LLC, who being by me duly sworn did depose and say that he/she is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Managers and that he/she acknowledged said instrument to be the free act and deed of said limited liability company.

Wendy Schmidt
Notary Public

My Commission Expires: 4/6/08

ACKNOWLEDGEMENT OF GRANTOR



WENDY J. SCHMIDT
Notary Public, State of Ohio
My Commission Expires
April 6, 2008

STATE OF OHIO

)

) ss.

COUNTY OF FRANKLIN

)

On this 20th day of June, 2006, before me personally appeared Michael Scott, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of RESPONSIVE INNOVATIONS, LLC, who being by me duly sworn did depose and say that he/she is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Managers and that he/she acknowledged said instrument to be the free act and deed of said limited liability company.

Wendy Schmidt
Notary Public

My Commission Expires: 4/6/08



WENDY J. SCHMIDT
Notary Public, State of Ohio
My Commission Expires
April 6, 2008

[Short Form Trademark Security Agreement]

ACKNOWLEDGEMENT OF GRANTOR

STATE OF OHIO

COUNTY OF FRANKLIN

)
) ss.
)

On this 20th day of June, 2006, before me personally appeared Michael Scott, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of TURNING TECH HOLDINGS, LLC, who being by me duly sworn did depose and say that he/she is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Managers and that he/she acknowledged said instrument to be the free act and deed of said limited liability company.

Wendy Schmidt
Notary Public

My Commission Expires: 4/6/08



WENDY J. SCHMIDT
Notary Public, State of Ohio
My Commission Expires
April 6, 2008

[Short Form Trademark Security Agreement]

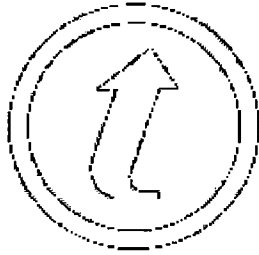
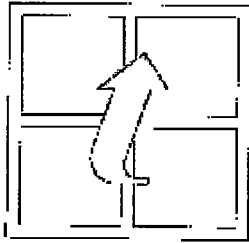
TRADEMARK
REEL: 003381 FRAME: 0401

**SCHEDULE
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

I. TURNING TECHNOLOGIES, LLC

A. REGISTERED TRADEMARKS

Loan Party	Name	Country	Registration No.	Registration Date
Turning Technologies, LLC	TURNING IDEAS INTO SOLUTIONS	United States	2,929,281	March 1, 2005
Turning Technologies, LLC	TURNINGPOINT	United States	2,929,282	March 1, 2005
Turning Technologies, LLC		United States	2,981,383	August 2, 2005
Turning Technologies, LLC		United States	2,981,384	August 2, 2005
Turning Technologies, LLC	TURNING TECHNOLOGIES	United States	2,981,382	August 2, 2005

B. TRADEMARK APPLICATIONS

None

C. TRADEMARK LICENSES

1. Technology Alliance Agreement, dated as of June 21, 2004, by and between Turning and Questionmark Corporation
2. Amended and Restated Master Agreement, dated as of March 9, 2006, by and between Turning and Thomson Learning, Inc. through its Higher Education Division, a subsidiary of The Thomson Corporation ("Thomson").

3. Amended and Restated Software License Agreement, dated as of March 9, 2006, by and between Turning and Thomson.
4. Amended and Restated Trademark/Service Mark License Agreement, dated as of March 9, 2006, by and between Turning and Thomson
5. Infocus Affiliate Agreement, dated as of April 30, 2004, by and between Turning and InFocus Corporation
6. Software License and Reseller Agreement, dated as of December 2, 2005, by and between Turning and FS Creations, Inc.
7. Agreement, dated as of December 31, 2005, by and between Turning and Glencoe/McGraw-Hill
8. Contract, dated as of December 29, 2004, by and between Turning and Techwrite, Inc.
9. Letter Agreement, dated as of April 26, 2005, by and between Turning and Xteric
10. International Distribution Agreement, dated as of December 7, 2005, by and between Turning and Turning Technologies Canada, LLC, ("TT Canada"); Trademark and Domain Name License Agreement, dated as of December 7, 2005, by and between Turning and TT Canada, as amended by that certain First Amendment to Trademark and Domain Name License Agreement, dated as of June 1, 2006 by and between Turning and TT Canada
11. Turning Standard User Software License Agreement
12. Non-Disclosure Agreement, dated as of September 27, 2002, by and between Inventel Systemes and Turning
13. Mutual Non-Disclosure Agreement, dated as of July 18, 2002, by and between Turning and Mitsumi Electric Co., Ltd.
14. Confidentiality and Work For Hire/Copyright Assignment Agreement, dated as of August 4, 2004, by and between Turning and Enginet Technologies, LLC
15. Confidentiality and Work For Hire/Copyright Assignment Agreement, dated as of August 5, 2004, by and between Turning and David Arthurs
16. Employee Confidentiality and Non-Compete Agreement, dated as of July 14, 2004, by and between Turning and David Arthurs
17. Employee Confidentiality and Non-Compete Agreement, dated as of January 19, 2006, by and between Turning and Blake Copenhaver

18. Employee Confidentiality and Non-Compete Agreement, dated as of September 23, 2004, by and between Turning and Brett Hudspeth
19. Employee Confidentiality and Non-Compete Agreement, dated as of January 25, 2006, between Turning and Ian Keith
20. Employee Confidentiality and Non-Compete Agreement, dated as of September 19, 2005, by and between Turning and Jamison Yates
21. Employee Confidentiality and Non-Compete Agreement, dated as of August 3, 2004, by and between Turning and Kevin Pounds
22. International Distribution Agreement, dated as of June 2, 2006, by and between Turning and Turning Technologies Brazil, LLC
23. Employee Confidentiality and Non-Compete Agreement, dated as of May 30, 2006, by and between Turning and Todd Horrell
24. Non-Competition, Confidentiality and Inventions Agreement, dated as of April 5, 2006, by and between Turning and Corey Davoll
25. Assignment, dated as of June 5, 2006, by Michael Crosby in favor of Turning
26. Assignment, dated as of June 5, 2006, by Donald Arthurs in favor of Turning
27. Assignment, dated as of June 12, 2006, by Michael Broderick in favor of Turning
28. Non-Competition, Confidentiality and Inventions Agreement, dated as of June 6, 2006, by and between Turning and Bill Brocker
29. Planning Agreement, dated as of March 8, 2006, by and between Turning and Red Door Interactive, Inc.
30. Web Site Development Agreement, dated as of July 27, 2005, by and between Turning and Red Door Interactive, Inc.
31. Software Agreement, dated as of July 31, 2003, by and between Turning and Media Group, Inc.; Memorandum, dated as of July 31, 2003, by and between Turning and Media Group, Inc.
32. Non-Competition, Confidentiality and Inventions Agreement, dated as of June 5, 2006, by and between Turning and Jonathan Hallsten
33. International Distribution Agreement, dated as of January 13, 2006, by and between Turning and COMIL SARL
34. Trademark and Domain Name License Agreement, dated as of January 13, 2006, by and between Turning and COMIL SARL

II. RESPONSIVE INNOVATIONS, LLC (“Responsive”)

A. REGISTERED TRADEMARKS

Loan Party	Name	Country	Registration No.	Registration Date
Responsive Innovations, LLC	RESPONSECARD	United States	2,919,489	January 18, 2005

B. TRADEMARK APPLICATIONS

None

C. TRADEMARK LICENSES

1. Assignment, dated as of June 15, 2006, by Kevin Adkins in favor of Responsive
2. Assignment Agreement, dated as of May 30, 2006, by and between Responsive and Chris Adams
3. Assignment Agreement, dated as of May 19, 2006, by and between Responsive and C&H Software Solutions, Inc.

III. TURNING TECH HOLDINGS, LLC

A. REGISTERED TRADEMARKS

None

B. TRADEMARK APPLICATIONS

None

C. TRADEMARK LICENSES

None