

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SYNTERACT, INC.		06/15/2006	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	NORTHSTAR MEZZANINE PARTNERS IV L.P.
Street Address:	45 S. SEVENTH STREET
Internal Address:	2310 PLAZA VII
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	2557364	SYNCODER
Registration Number:	2673314	SYNTERACT
Registration Number:	2718150	
Registration Number:	2775758	S
Registration Number:	2718151	
Registration Number:	2771811	S

**CORRESPONDENCE DATA**

Fax Number: (612)977-8650  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 612-977-8483  
 Email: sbourdaux@briggs.com  
 Correspondent Name: Sarina Bourdaux  
 Address Line 1: 80 South Eighth Street  
 Address Line 2: 2200 IDS Center

CH \$165.00 2557364

Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER: 33324.26

NAME OF SUBMITTER: Michael D. Gordon

Signature: /Michael D. Gordon, Esq./

Date: 09/13/2006

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

WHEREAS, SYNTERACT, INC., a California corporation ("Grantor"), owns the trademarks, trademark registrations, and trademark applications listed on Schedule 1 annexed hereto, and is a party to the trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor and NORTHSTAR MEZZANINE PARTNERS IV L.P., a Delaware limited partnership (together with its successors and assigns, "Grantee"), are parties to a Note Purchase Agreement, dated as of June 15, 2006 (as the same may be amended and in effect from time to time, the "Note Purchase Agreement"), providing for the purchase by Grantee from Grantor of a promissory notes in the aggregate original principal amount of \$12,750,000; and

WHEREAS, pursuant to the terms of that certain Security Agreement, dated as of June \_\_\_\_, 2006 by and between Grantor and Grantee (as said agreement may be amended and in effect from time to time, the "Security Agreement"), Grantor has granted to Grantee a security interest in all or substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Note Purchase Agreement and the Other Agreements (as defined in the Note Purchase Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark License referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and

remedies of Grantee 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.

[Remainder of page intentionally left blank;  
signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of June 15, 2006.

SYNTERACT, INC., a California corporation

By: 

Printed Name: STEPHEN ADAMSON  
Its: CHAIRMAN

ACKNOWLEDGED AND ACCEPTED  
ON THE DATE FIRST WRITTEN ABOVE:

NORTHSTAR MEZZANINE PARTNERS IV L.P.

By: Northstar Capital, LLC,  
Its: General Partner

By: \_\_\_\_\_  
Scott L. Becker  
Its: Managing Partner

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of June 15, 2006.

SYNTERACT, INC., a California corporation

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ACKNOWLEDGED AND ACCEPTED  
ON THE DATE FIRST WRITTEN ABOVE:

NORTHSTAR MEZZANINE PARTNERS IV L.P.

By: Northstar Capital, LLC,  
Its: General Partner





By: Scott L. Becker  
Scott L. Becker  
Its: Managing Partner

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]


**SCHEDULE I  
TO TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS, APPLICATIONS AND LICENSES**

The following is a list of Registered Trademarks, all of which have been registered in the United States Patent and Trademark Office:

	<u>NAME</u>	<u>REGISTRATION NO.</u>	<u>IMAGE</u>
1.	SynCoder	2,557,364	<b>SYNCODER</b>
2.	Synteract	2,673,314	<b>SYNTERACT</b>
3.	"S on a grid" logo (filled)	2,718,150	
4.	"S on a grid" logo (outlined)	2,775,758	
5.	"S" logo (filled)	2,718,151	
6.	"S" logo (outlined)	2,771,811	

The following is a list of Trademarks Pending Registration in the United States Patent and Trademark Office:

	<u>NAME</u>	<u>Docket No.</u>	<u>IMAGE</u>
1.	SynCapture	SYNTI-T05	 <b>SynCapture™</b>