

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
ROI Solutions LLC	FORMERLY VA Services LLC	08/18/2006	LIMITED LIABILITY COMPANY: UNITED STATES

RECEIVING PARTY DATA

Name:	NexBank, SSB
Street Address:	13455 Noel Road
Internal Address:	Suite 220
City:	Dallas
State/Country:	TEXAS
Postal Code:	75240
Entity Type:	SSB: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3049730	ROI SOLUTIONS
Registration Number:	2802250	ROI SOLUTIONS
Registration Number:	2843629	ADDITIONS
Serial Number:	78851759	RETURN2YOU
Serial Number:	78851776	RETURN2YOU

CORRESPONDENCE DATA

Fax Number: (214)200-0853

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

Phone: 7135472301

Email: ipdocketing@haynesboone.com

Correspondent Name: Haynes and Boone, LLP, Todd Mattingly

Address Line 1: 901 Main Street

Address Line 2: Suite 3100

Address Line 4: Dallas, TEXAS 75202

TRADEMARK

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ATTORNEY DOCKET NUMBER:	37203.17
NAME OF SUBMITTER:	Todd Mattingly
Signature:	/Todd Mattingly/
Date:	09/15/2006
<p>Total Attachments: 7 source=TrademarkSecAgmt3720317#page1.tif source=TrademarkSecAgmt3720317#page2.tif source=TrademarkSecAgmt3720317#page3.tif source=TrademarkSecAgmt3720317#page4.tif source=TrademarkSecAgmt3720317#page5.tif source=TrademarkSecAgmt3720317#page6.tif source=TrademarkSecAgmt3720317#page7.tif</p>	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August, 18, 2006 (this "Agreement"), is made between ROI SOLUTIONS, LLC (formerly known as VA Services, LLC) (the "Grantor"), in favor of NEXBANK, SSB, as administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

WITNESSETH:

WHEREAS, the Grantor is party to a Credit Agreement, dated as of August 18, 2006, among the Grantor, the lenders party thereto from time to time and the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Pledge and Security Agreement, dated as of August 18, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, and hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral"):

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing,

including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

(b) all Trademark licenses granted by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Administrative Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms

and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Section 11.01 thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

ROI SOLUTIONS LLC

By: 

Name: Robert A. Dean

Title: President

NEXBANK, SSB
as Administrative Agent

By: 
Name:
Title: **Matt Beshears**
Senior Vice President

Signature Page to Trademark Security Agreement

TRADEMARK
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SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

<u>Mark</u>	<u>Reg. Number</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Class</u>	<u>Summary of Goods and Services</u>	<u>Owner</u>
ROI Solutions	3,049,730	78/504,319	10/22/04	35/42	35: computer database management services 42: computer services	ROI Solutions, LLC
ROI Solutions (and design)	2,802,250	78/129,375	5/16/02	35/42	35: computer database management services rendered to non-profit organizations 42: computer services rendered to non-profit organizations	ROI Solutions, LLC
Additions	2,843,629	76/415,554	6/4/02	9	Accessory kits for computer printers, scanners, PDAs digital cameras, camcorders, cell phones, and laptop computers.	ROI Solutions, LLC
Additions	TMA6339 88 (Canada)	1,153,672	9/24/02	9	Accessory kits for computer printers, scanners, PDAs digital cameras, camcorders, cell phones, and laptop computers.	ROI Solutions, LLC

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
USA	Return2You	78/851,759	3/31/06
USA	Return2You (and design)	78/851,776	3/31/06

Trademark Applications in Preparation

<u>Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/ Services</u>
NONE				

Item B. Trademark Licenses

<u>Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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NONE