

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement and Collateral Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Burr Wolff, L.P.		10/17/2005	LIMITED PARTNERSHIP:
RECEIVING PARTY DATA			
Name:	Capital Source Finance LLC		
Street Address:	4445 Willard Avenue		
City:	Chevy Chase		
State/Country:	MARYLAND		
Postal Code:	20815		
Entity Type:	Financial Institution:		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2684012	STS CORPORATE	
Registration Number:	2113518	PTS CORPORATE	
Serial Number:	75760985	BURR WOLFF WEBVIEW	
Registration Number:	2559322	BURR WOLFF WEBVIEW	
Registration Number:	2432746	PTS	
Registration Number:	2574143	MTS CORPORATE	
CORRESPONDENCE DATA			
Fax Number:	(866)826-5420		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	3016380511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	Attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		

CH \$165.00 2684012

NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	09/22/2006
<p>Total Attachments: 10 source=31066#page1.tif source=31066#page2.tif source=31066#page3.tif source=31066#page4.tif source=31066#page5.tif source=31066#page6.tif source=31066#page7.tif source=31066#page8.tif source=31066#page9.tif source=31066#page10.tif</p>	

RECORDATION FORM COVER SHEET
TRADEMARKS ONLYU.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings => => =>

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Burr Wolff, L.P.
3800 Buffalo Speedway, Suite 200
Houston, TX
77098-3706

- ☐ Individual(s) ☐ Association
☐ General Partnership ☒ Limited Partnership
☐ Corporation-State:
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyances:

- ☒ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: October 17, 2005

2. Name and address of receiving party(ies):

Name: Capital Source Finance LLC

Internal Address: _____

Street Address: 4445 Willard AvenueCity: Chevy Chase State: MD ZIP: 20815

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☒ Other Financial Institution

If assignee is not domiciled in the United States, a domestic representative designation is attached ☐ Yes ☒ No

(Designations must be a separate document from Assignment)

4. Application Number(s) or registration number(s):

A. Trademark Application.(s)

B. Trademark registration No.(s)

See Attached Schedule 1

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

IP Research Plus, Inc.
21 Tadcaster Circle
Waldorf, MD 20602

Street Address: _____

City: _____ State: _____ ZIP: _____

6. Total number of applications and registrations involved: _____

6

7. Total fee (37 CFR 3.41): _____ \$ _____

- ☐ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document*Peter J. Lahny IV, Esq.

Name of Person Signing



Signature

September 20, 2006

Date

Total number of pages including coversheet, attachments and document: _____

10

Mail documents to be recorded with required coversheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231TRADEMARK
REEL: 003395 FRAME: 0823

TRADEMARK SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT

↓

TRADEMARK SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT, dated as of October 24, 2005 (this "Agreement"), made by and between BURR WOLFF, L.P., a Texas limited partnership (the "Borrower"), in favor of CAPITALSOURCE FINANCE LLC, a Delaware limited liability company as administrative agent (in such capacity, the "Agent") for itself and certain other Lenders (defined below).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement dated as of even date hereof by and among the Borrower, the other Credit Parties (defined therein), Agent and the lenders party thereto (collectively, the "Lenders") (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") and the Security Agreement entered into pursuant thereto (the "Security Agreement"), the Borrower has granted a security interest to Agent, for the benefit of itself and the Lenders, in, among other things, all right, title and interest of the Borrower in, to and under all of the Borrower's Trademarks and other Trademark Collateral (defined below), whether presently existing or hereafter arising or acquired as security for the Obligations from time to time owing by the Borrower and the other Credit Parties under the Loan Documents; and

WHEREAS, the Borrower is the owner of the entire right, title and interest in, to and under the Trademarks listed on Schedule 1 hereto; and

NOW, THEREFORE, in consideration of the premises and to induce the Agent and Lenders to enter into the Credit Agreement, the Borrower hereby agrees with the Agent and Lenders as follows:

1. Defined Terms.

(a) Definitions. Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement and Security Agreement.

(b) Other Definitional Provisions.

(i) The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and paragraph references are to this Agreement unless otherwise specified.

(ii) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

2. Grant of Security Interest. To secure the prompt and complete payment when due and satisfaction of the Obligations, the Borrower hereby grants, assigns and conveys to Agent for the benefit of itself and the Lenders a security interest in and collateral assignment of all of Borrower's now existing or hereafter acquired or existing right, title and interest in (i) its respective trademarks (registered and unregistered), trade names, corporate names, company names, business names, fictitious business

names, trade styles, service marks, logos, internet domain names, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, and all research and development relating to the foregoing; (ii) all reissues, extensions or renewals of any of the foregoing; (iii) the entire goodwill of the Borrower's business connected with and symbolized by the foregoing or the use thereof; and (iv) all designs and general intangibles of a like nature and all proprietary rights in and to the foregoing, including, without limitation, each registration and application identified on Schedule 1 attached hereto and made a part hereof (collectively, the "Trademarks"), the right to sue for past, present and future infringements and all rights corresponding thereto and the entire goodwill of Borrower's business connected with and symbolized by the Trademarks and all products and proceeds of any and all of the foregoing, including without limitation, all income, fees, royalties and other payments at any time due or payable with respect to any of the foregoing (together with the Trademarks, referred to collectively as the "Trademark Collateral").

3. No Limitation; Security Agreement. This Agreement has been executed and delivered by the Borrower for the purpose of evidencing Agent's and Lenders' security interest in and Borrower's collateral assignment of the Trade Collateral and recording such security interest and collateral assignment with the United States Patent and Trademark Office. The security interest and collateral assignment granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent under the Security Agreement. The Security Agreement (and all rights and remedies of the Borrower, the Agent, and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

4. Assignments of Trademarks and Goodwill. In addition to all other rights granted to the Agent under the Credit Agreement, the Security Agreement and this Agreement, effective only upon an Event of Default under the Credit Agreement and during the continuance thereof, upon notice by Agent to the Borrower, Borrower hereby sells, assigns, transfers and sets over to the Agent for the benefit of itself and the Lenders, Borrower's entire right, title and interest in and to all Trademark Collateral including, without limitation, the goodwill of Borrower's business connected with and symbolized by the Trademarks.

5. Representations and Warranties. The Borrower represents and warrants that:

- (a) the Trademarks are valid and subsisting and in good standing;
- (b) each of the Trademarks identified on Schedule 1 hereto, is valid and enforceable and, to the knowledge of the Borrower, no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person;
- (c) the Borrower is the sole and exclusive owner of the entire right, title and interest in, under and to, free and clear of any liens (other than the liens granted herein and in the Security Agreement), charges and encumbrances, each of the Trademarks;
- (d) the Borrower has good and marketable title to, free and clear of any liens (other than the liens granted herein and in the Security Agreement), charges and encumbrances, the Trademarks; and

- (e) the Borrower has the legal right and authority to enter into this Agreement and perform its terms.

6. Covenants Regarding Trademark Collateral.

- (a) In no event shall Borrower, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Trademark with the United States Patent and Trademark Office or any similar office or agency without giving Agent written notice thereof within ten (10) business days before the filing thereof, and, upon request of Agent, Borrower shall execute and deliver any and all supplements to this Agreement as Agent may request to evidence Agent's Lien on such Trademark and the general intangibles of Borrower relating thereto or represented thereby.
- (b) Borrower shall take all actions necessary or reasonably requested by Agent to maintain and pursue (and not abandon) each application, to obtain the relevant registration and to maintain the registration of each Trademark (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of non-contestability and opposition and interference and cancellation proceedings, unless Borrower shall determine in its good faith business judgment that such Trademark is not material to the conduct of its business.
- (c) In the event that Borrower knows that any of the Trademark Collateral is infringed upon, or misappropriated or diluted by a third party, Borrower shall notify Agent thereof and enter or cause the Borrower to enter into a supplement to this Security Agreement, granting to Agent a Lien in the such commercial tort claim. Borrower shall, unless it shall determine in its good faith business judgment that such Trademark Collateral (or such infringement, misappropriation or dilution) is not material to the conduct of its business or operations, promptly sue for or otherwise negotiate a settlement with respect to infringement, misappropriation or dilution and, where commercially reasonable, recover any and all damages for such infringement, misappropriation or dilution, and/or, upon Agent's reasonable request, shall take such other actions as Agent shall deem appropriate under the circumstances to protect such Trademark Collateral.

7. Termination; Release of Collateral. This Agreement and all obligations of the Borrower and the Agent hereunder shall terminate on the date upon which the Obligations (other than contingent indemnification Obligations to the extent no claim giving rise thereto has been asserted) are indefeasibly paid and satisfied in full in immediately available funds and all commitments and other obligations of the Agent and Lenders to the Borrower have terminated without delivery of any instrument or performance of any act by any party. Upon termination of this Agreement, the Agent shall, at the expense of the Borrower, take such actions as may be necessary or reasonably requested by Borrower to release its security interest in the Trademark Collateral.

8. Acknowledgement. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the collateral assignment and security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and 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. In the event of any inconsistency between the terms of this Agreement and the terms of the Credit Agreement and Security Agreement, the terms of the Credit Agreement and Security Agreement shall govern.

9. Binding Effect; Benefits. This Agreement shall be binding upon the Borrower and its successors and assigns, and shall inure to the benefit of the Agent, the Lenders and their respective successors and assigns.

10. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAW.

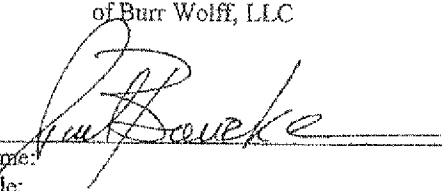
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IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement and Collateral Assignment to be executed by its duly authorized representatives as of the date first above written.

BURR WOLFF, L.P., a Texas limited partnership,
as Borrower

By: Burr Wolff, LLC, its general partner

By: Burr Wolff Holdings, Inc., the sole member
of Burr Wolff, LLC

By: 
Name: _____
Title: _____

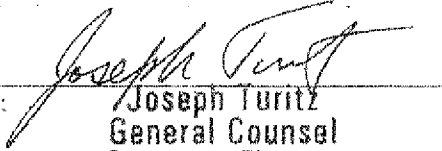
[Signature page 1 to Burr Wolff Trademark Agreement]

CAPITALSOURCE FINANCE LLC,
as Agent

By: _____

Name:

Title:

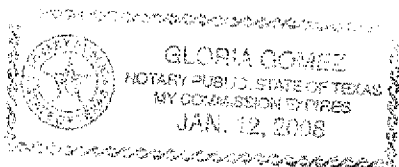

Joseph Turitz
General Counsel
Corporate Finance

[Signature page 2 to Burr Wolff Trademark Agreement]

COUNTY OF HARRIS)
) SS.
STATE OF TEXAS)

Subscribed and sworn to before me, a Notary Public for the County and State
aforesaid, this 17th day of October, 2005, personally appeared
PAUL BOURKE, known to me to be the PRESIDENT of
Burr Wolff, LLC, the General Partner of Burr Wolff, L.P. which executed the foregoing
instrument, and he duly acknowledged and swore to me that he executed the same.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.



Gloria Gomez
Notary Public
My commission expires:

[Notary page 1 to Burr Wolff Trademark Agreement]

COUNTY OF Maryland)
STATE OF Montgomery)

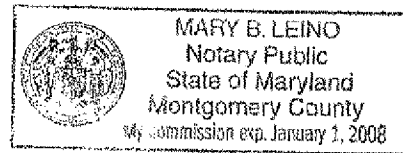
SS.

Subscribed and sworn to before me, a Notary Public for the County and State aforesaid, this 12-day of October, 2005, personally appeared Joseph Thuitz, known to me to be the Gen. Counsel - Corp. Finance of CapitalSource Finance LLC which executed the foregoing instrument, and he duly acknowledged and swore to me that he executed the same.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

Mary B. Leino
Notary Public

[Notary page 2 to Burr Wolff Trademark Agreement]



Schedule 1
Registered and Unregistered Trademarks

Country/ State	Mark	Application Registration No.	Goods/Services	Owner/ Applicant (if different)	Status	Next Action	Date Due
United States	STS CORPORATE	Reg. No. 2684012	Preparation of tax related documents	Burr Wolf, L.P.	Registered	N/A	N/A
United States	PTS CORPORATE	Reg. No. 2113518	Preparation of tax related documents	Burr Wolf, L.P.	Registered	N/A	N/A
United States	BURR WOLFF WEBVIEW	App. No. 75760985	Preparation of tax related documents	Burr Wolf, L.P.	Registered	N/A	N/A
United States	BURR WOLFF WEBVIEW	Reg. No. 2559322	Preparation of tax related documents	Burr Wolf, L.P.	Registered	N/A	N/A
United States	PTS	Reg. No. 2432746	Preparation of tax related documents	Burr Wolf, L.P.	Registered	N/A	N/A
United States	MTS CORPORATE	Reg. No. 2574143	Preparation of tax related documents	Burr Wolf, L.P.	Registered	N/A	N/A