

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Meridian Knowledge Solutions, LLC		10/19/2006	LIMITED LIABILITY COMPANY: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	City National Bank		
<b>Street Address:</b>	150 California Street		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94111		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2905384	MERIDIAN KSI KNOWLEDGE CENTRE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(310)282-2200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	dgrace@loeb.com		
<b>Correspondent Name:</b>	David W. Grace c/o Loeb & Loeb LLP		
<b>Address Line 1:</b>	10100 Santa Monica Boulevard		
<b>Address Line 2:</b>	Suite 2200		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90067-4120		
<b>ATTORNEY DOCKET NUMBER:</b>	014342-10102		
<b>NAME OF SUBMITTER:</b>	David W. Grace		
<b>Signature:</b>	/David W. Grace/		
<b>Date:</b>	10/23/2006		

CH \$40.00 2905384

**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT, dated as of October 19, 2006, by MERIDIAN KNOWLEDGE SOLUTIONS, LLC, a Virginia limited liability company (referred to as "Grantor"), in favor of CITY NATIONAL BANK, a national banking association (the "Bank").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of September 30, 2005, as amended and restated by that certain Amended and Restated Credit Agreement, dated as of December 2, 2005, as further amended by that certain First Amendment to Amended and Restated Credit Agreement, dated as of April 28, 2006, as further amended by that certain Second Amendment to Amended and Restated Credit Agreement, dated as of June 30, 2006, by and between Visionary Integration Professionals, LLC, a Delaware limited liability company ("Borrower"), and the Bank (such Credit Agreement, as so amended and restated and as it may hereafter be further amended, restated, supplemented or otherwise modified, being referred to herein as the "Credit Agreement"), the Bank has agreed to make the Loans to Borrower, subject to and in accordance with the terms and conditions of the Credit Agreement and the other Loan Documents; and

WHEREAS, concurrently herewith, Borrower and the Bank are entering into that certain Third Amendment to Amended and Restated Credit Agreement, dated as of October 19, 2006 (the "Third Amendment"); and

WHEREAS, it is a condition precedent to Bank's entry into the Third Amendment, that Grantor shall have executed and delivered to the Bank a Patent and Trademark Security Agreement, dated as of the date hereof, (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, collectively referred to as the "Grantor Security Agreement"); and

WHEREAS, pursuant to the Grantor Security Agreement, Grantor is required to execute and deliver this Trademark Security Agreement to the Bank.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Credit Agreement or the Grantor Security Agreement, as the case may be.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Bank a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of the trademarks referred to on Schedule I hereto and all registrations thereof;

(b) all applications for registration of any such Trademarks now or hereafter filed by Grantor, including those referred to on Schedule I hereto; and

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark or (ii) injury to the goodwill associated with any such Trademark.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Bank pursuant to the Grantor Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the continuing first priority security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Grantor Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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

MERIDIAN KNOWLEDGE SOLUTIONS, LLC, a  
Virginia limited liability company

By: *Anna Ward*  
Name: *Anna Ward*  
Title: *President*

ACCEPTED AND ACKNOWLEDGED BY:  
CITY NATIONAL BANK, a national banking association

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

MERIDIAN KNOWLEDGE SOLUTIONS, LLC, a  
Virginia limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:  
CITY NATIONAL BANK, a national banking association

By:   
Name: Nanci Brusati Dias  
Title: Senior Vice President

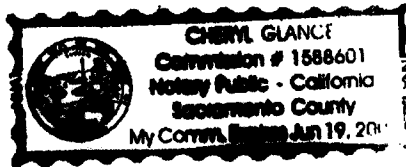
ACKNOWLEDGMENT OF GRANTOR

STATE OF California )  
 )ss.  
COUNTY OF Sacramento )

On this <sup>18th</sup> day of October, 2007, before me personally appeared Jonna Anita Ward, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Meridian Knowledge Solutions, LLC who being by me duly sworn did depose and say that such Person is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation authorized by its Board of Directors and that such Person acknowledged said instrument to, be the free act and deed of said corporation.

Cheryl Glance  
Notary Public

{SEAL}



SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS

MERIDIAN KSI KNOWLEDGE CENTRE  
Registration Number: 2,905,384  
Registration Date: November 30, 2004