

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SCS HOLDINGS I INC.		11/30/2006	CORPORATION: DELAWARE
SCS HOLDINGS II INC.		11/30/2006	CORPORATION: DELAWARE
SIRIUS COMPUTER SOLUTIONS, INC.		11/30/2006	CORPORATION: TEXAS
SIRIUS ENTERPRISE SYSTEMS GROUP, LLC		11/30/2006	LIMITED LIABILITY COMPANY: TEXAS

## RECEIVING PARTY DATA

Name:	CREDIT SUISSE
Street Address:	ELEVEN MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	SWISS BANK:

## PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2493861	SYMATRIX
Registration Number:	2593390	SYMATRIX TECHNOLOGY
Registration Number:	2410032	

## CORRESPONDENCE DATA

Fax Number: (646)848-4455

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

Phone: 212-848-4455

Email: jlik@shearman.com

Correspondent Name: Jordan Altman

Address Line 1: 599 Lexington Avenue

Address Line 2: Shearman &amp; Sterling LLP

900064348

TRADEMARK  
REEL: 003441 FRAME: 0219

CH \$90.00 2493861

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 35610/12804

NAME OF SUBMITTER: Jordan Altman

Signature: /JORDAN ALTMAN/

Date: 12/08/2006

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated November 30, 2006, is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of Credit Suisse, acting through one or more of its branches or any Affiliate thereof ("*Credit Suisse*"), as second lien collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, SCS Holdings II Inc., a Delaware corporation, has entered into a Second Lien Senior Secured Credit Agreement dated as of November 30, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with Credit Suisse, as Administrative Agent and Collateral Agent, and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans by the Lenders under the Credit Agreement, each Grantor has executed and delivered that certain Second Lien Security Agreement dated November 30, 2006, made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

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

**SECTION 1. Grant of Security.** Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following, except to the extent any applicable law, regulation or agreement with a domain name registrar prohibits the creation of a security interest therein or would otherwise invalidate any Grantor's right, title or interest therein (the "*Collateral*");

(i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "*Copyrights*");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

SCS HOLDINGS I INC.

By P. Holden Spahr  
Name: Holden Spahr  
Title: EX VP

Address for Notices:  
600 Montgomery Street  
32<sup>nd</sup> Floor  
San Francisco, CA 94111

SCS HOLDINGS II INC.

By P. Holden Spahr  
Name: Holden Spahr  
Title: EX VP

Address for Notices:  
600 Montgomery Street  
32<sup>nd</sup> Floor  
San Francisco, CA 94111

SIRIUS COMPUTER SOLUTIONS, INC.

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

Address for Notices:  
613 N.W. Loop 410  
Suite 1000  
San Antonio, TX 78216

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

SCS HOLDINGS I INC.

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

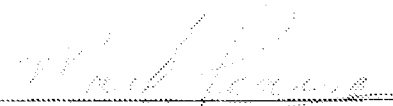
Address for Notices:  
600 Montgomery Street  
32<sup>nd</sup> Floor  
San Francisco, CA 94111

SCS HOLDINGS II INC.

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

Address for Notices:  
600 Montgomery Street  
32<sup>nd</sup> Floor  
San Francisco, CA 94111

SIRIUS COMPUTER SOLUTIONS, INC.

By   
Name: Mark Pearson  
Title: Senior VP

Address for Notices:  
613 N.W. Loop 410  
Suite 1000  
San Antonio, TX 78216

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SIRIUS ENTERPRISE SYSTEMS  
GROUP, LLC

By

*Mark Pearson*  
Name: *Mark Pearson*

Title: *Senior VP*

Address for Notices:  
613 N.W. Loop 410  
Suite 1000  
San Antonio, TX 78216

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Sirius Computer Solutions - Second Lien IP Security Agreement

TRADEMARK  
REEL: 003441 FRAME: 0225

**SCHEDULE A**

**PATENTS**

None.



**SCHEDULE B****DOMAIN NAMES AND TRADEMARKS**

<b><u>Grantor</u></b>	<b><u>Domain Name/Mark</u></b>	<b><u>Country or State</u></b>	<b><u>Reg. No.</u></b>	<b><u>Applic. No.</u></b>	<b><u>Filing Date</u></b>	<b><u>Issue Date</u></b>
Sirius Computer Solutions, Inc.	mysiriuszone.com					
	siriuscom.com					
	siriusudev.com					
	dsgroup.com					
	symatrix.com					
	SYMATRIX	US	2,493,861			
	SYMATRIX TECHNOLOGY	US	2,593,390			
	Misc. Oval Design	US	2,410,032			
	SIRIUS COMPUTER SOLUTIONS	Texas	800307052			
	SIRIUS COMPUTER SOLUTIONS	Texas	800307049			

**SCHEDULE C**

**COPYRIGHTS**

None.