

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Interest in connection with Second Lien Credit Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Team Systems, LLC		07/27/2006	LIMITED LIABILITY COMPANY: TENNESSEE

**RECEIVING PARTY DATA**

Name:	CapitalSource Finance LLC, as Agent
Street Address:	4445 Willard Avenue, 12th Floor
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	2595951	PRESS-BOX!
Registration Number:	2882377	TEAM-SCOREBOARD!
Serial Number:	78762701	TEAM-DESIGN!
Serial Number:	78765891	TEAM-RELAY!
Serial Number:	78763417	TEAM-LEADER!
Serial Number:	78765869	TEAM-ACCESS!
Serial Number:	78763745	TEAM-QUOTES!
Serial Number:	78763604	TEAM-MATE!
Serial Number:	78763797	TEAM-XPRESS!

**CORRESPONDENCE DATA**

Fax Number: (202)223-2085  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 202-861-3900

OP \$240.00 2595951

Email: dctrademarks@dlapiper.com  
Correspondent Name: Thomas E. Zutic, Esq. - DLA PIPER US LLP  
Address Line 1: 1200 Nineteenth Street, NW  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20036-2412

ATTORNEY DOCKET NUMBER:	305792-47
NAME OF SUBMITTER:	Thomas E. Zutic, Esq.
Signature:	/Thomas E. Zutic/
Date:	12/28/2006

**Total Attachments: 8**

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**ACKNOWLEDGEMENT OF  
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This Acknowledgement of Intellectual Property Collateral Lien (this "Acknowledgement") is dated as of July 27, 2006, by Team Systems, LLC, a Tennessee limited liability company (the "Grantor"), in favor of CapitalSource Finance LLC, a Delaware limited liability company, as administrative agent and collateral agent for the Lenders under the Loan Agreement (as defined below) (in such capacities, "Secured Party").

**WITNESSETH:**

WHEREAS, pursuant to that certain Second Lien Credit Agreement dated as of the date hereof among Grantor, the other Credit Parties named therein, Secured Party and the Lenders (as the same exists and may be amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the "Loan Agreement"), the Lenders have agreed to provide Loans to Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, Grantor granted to Secured Party, for itself and the benefit of the Lenders, certain liens on the Collateral to secure its Obligations under the Loan Agreement pursuant to the terms of the Security Agreement (as defined in the Loan Agreement); and

WHEREAS, pursuant to the terms of the Security Agreement, Grantor is required to execute and deliver this Acknowledgement in favor of Secured Party, for itself and the benefit of the Lenders;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Secured Party and lenders to enter into the Loan Documents and to make Loans to Grantor thereunder, Grantor hereby agrees with Secured Party as follows:

**Section 1. Defined Terms.** Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Loan Agreement or, to the extent the same are used or defined therein, the meanings provided in Article 9 of the UCC in effect on the date hereof. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. This Acknowledgement shall mean such agreement as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time. Unless otherwise specified, all accounting terms not defined in the Loan Documents shall have the meanings given to such terms in and shall be interpreted in accordance with GAAP. References in this Acknowledgement to any Person shall include such Person and its successors and permitted assigns.

**Section 2. Reaffirmation of Grant of Security Interest in Intellectual Property Collateral.** Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of Grantor, hereby reaffirms its grant to Secured Party, for itself and the benefit of the Lenders, of a first priority security interest in the Collateral, and further collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Secured Party, for itself and the benefit of the Lenders, and grants to Secured Party, for itself and the benefit of the Lenders, a lien on and security interest in all of its right, title and interest in, to and under the following Collateral of Grantor (herein referred to as "Intellectual Property Collateral"):

(a) all of its owned Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;

all renewals, reissues, continuations or extensions of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License;

(b) all of its Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule II hereto;

all renewals, reissues, continuations or extensions of the foregoing; and

all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future infringement or dilution of any Copyright or Copyright licensed under any Copyright License; and

(c) all of its Patents and Patent Licenses to which it is a party, including those referred to on Schedule III hereto;

all renewals, reissues, continuations or extensions of the foregoing; and

all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

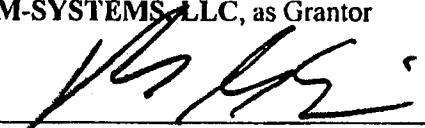
**Section 3. Acknowledgement.** The security interests reaffirmed herein are granted in conjunction with the security interest granted to Secured Party, for itself and the benefit of the Lenders, pursuant to the Loan Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party and Lenders with respect to the security interest in the Intellectual Property 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. To the extent that there is any conflict or inconsistency between this Acknowledgement and the Security Agreement, the terms and conditions of the Security Agreement shall govern.

**Section 4. Intercreditor Agreement.** The terms and provisions of this Agreement are subject to that certain Intercreditor and Lien Subordination Agreement (the "Intercreditor Agreement") dated as of the date hereof between Secured Party and the Agent (as such term is defined in the First Lien Credit Agreement dated as of the date hereof). In the event of a conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern.

**[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT  
BLANK.]**

IN WITNESS WHEREOF, Grantor has caused this Acknowledgement of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

**TEAM-SYSTEMS LLC, as Grantor**

By:   
Name: Benjamin Levin  
Title: Vice President

Accepted and Agreed:

**CAPITALSOURCE FINANCE LLC, as Secured Party**

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

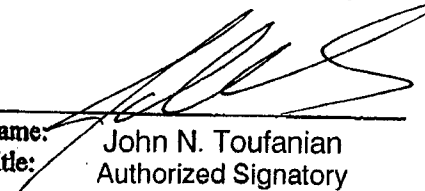
IN WITNESS WHEREOF, Grantor has caused this Acknowledgement of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

**TEAM-SYSTEMS, LLC, as Grantor**

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

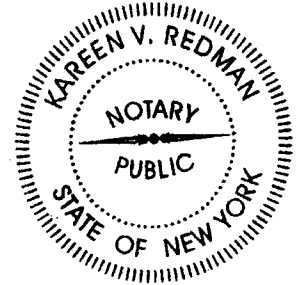
Accepted and Agreed:

**CAPITALSOURCE FINANCE LLC, as Secured Party**

By:   
Name: John N. Toufanian  
Title: Authorized Signatory

ACKNOWLEDGEMENT OF GRANTOR

STATE OF New York )  
                                  ) ) ss.  
COUNTY OF New York )



On this 3 day of August, 2006 before me personally appeared Benjamin Levin, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Team-Systems, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Sole Member and that he acknowledged said instrument to be the free act and deed of said corporation.

Karen V. Redman  
Notary Public

KAREEN V. REDMAN  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01RE6134249  
Qualified in Nassau County  
My Commission Expires September 26, 2009

SCHEDULE I  
to  
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN  
TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS

Including Mark Reg. No. and Date

Nature of Interest (e.g., owner, licensee)	Type of Trademark	Number	Date Granted	Country of Registration
Owner	PRESS-BOX!	2,595,951	7/16/02	United States
Owner	TEAM-SCOREBOARD!	2,882,377	9/7/04	United States

B. TRADEMARK APPLICATIONS

Nature of Interest (e.g., owner, licensee)	Trademark Application related to following Trademark	Serial No.	Date Filed	Country of Application
Owner	TEAM-DESIGN!	78,762,701	11/29/05	United States
Owner	TEAM-RELAY!	78,765,891	12/02/05	United States
Owner	TEAM-LEADER!	78,763,417	11/30/05	United States
Owner	TEAM-ACCESS!	78,765,869	12/02/05	United States
Owner	TEAM-QUOTES!	78,763,745	11/30/05	United States
Owner	TEAM-MATE!	78,763,604	11/30/05	United States
Owner	TEAM-XPRESS!	78,763,797	11/30/05	United States

C. TRADEMARK LICENSES

Including Name of Agreement, Parties and Date of Agreement

None

D. LIST OF URLS/DOMAIN NAMES:

Domain Name
www.team-design.com
www.team-design.net



SCHEDULE II  
to  
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN  
COPYRIGHT REGISTRATIONS

A. REGISTERED COPYRIGHTS

Including Copyright Reg. No. and Date

Copyright Title	Registration Number	Registration Date
Team 98 Software	TX4-783-973	26-May-1998

B. COPYRIGHT APPLICATIONS

None

C. COPYRIGHT LICENSES

Including Name of Agreement, Parties and Date of Agreement

None

SCHEDULE III  
to  
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN  
PATENT REGISTRATIONS

A. REGISTERED PATENT

None

B. PATENT APPLICATIONS

None

C. PATENT LICENSES

Including Name of Agreement, Parties and Date of Agreement

None