

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
OMD Corporation		12/12/2006	CORPORATION: MISSOURI
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: 5			
Property Type	Number	Word Mark	
Registration Number:	1997334	CONSULTINGWARE OMD MANAGEMENT INFORMATION SYSTEM	
Registration Number:	2973755	OMD SALES ON THE GO	
Registration Number:	2973754	OMD SERVICE ON THE GO	
Registration Number:	2453153	OMD VISION	
Serial Number:	76567517	OMD	
CORRESPONDENCE DATA			
Fax Number:	(202)223-2085		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-861-3900		
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		

OP \$140.00 1997334

NAME OF SUBMITTER:	Thomas E. Zutic, Esq.
Signature:	/Thomas E. Zutic/
Date:	12/29/2006
Total Attachments: 8 source=OMDsecond#page1.tif source=OMDsecond#page2.tif source=OMDsecond#page3.tif source=OMDsecond#page4.tif source=OMDsecond#page5.tif source=OMDsecond#page6.tif source=OMDsecond#page7.tif source=OMDsecond#page8.tif	

**ACKNOWLEDGEMENT OF
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This Acknowledgement of Intellectual Property Collateral Lien (this “**Acknowledgement**”) is dated as of December 12, 2006, by OMD Corporation, a Missouri corporation (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 July 27, 2006, 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 as amended pursuant to that certain Joinder Agreement dated as of December 12, 2006, by and among Grantor, Secured Party and the other Credit Parties named therein); 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

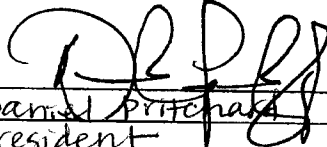
all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

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.

**[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.

OMD CORPORATION, as Grantor

By: 
Name: Daniel Pritchard
Title: President

Accepted and Agreed:

CAPITALSOURCE FINANCE LLC, as Secured Party

By: _____
Name:
Title:

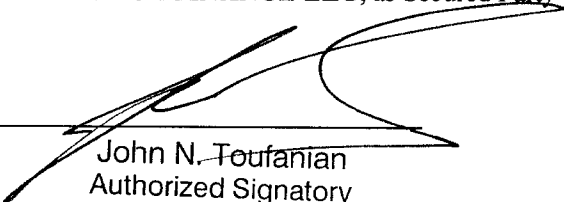
IN WITNESS WHEREOF, Grantor has caused this Acknowledgement of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

OMD CORPORATION, as Grantor

By: _____
Name: _____
Title: _____



Accepted and Agreed:

CAPITALSOURCE FINANCE LLC, as Secured Party

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

SCHEDULE I
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS
Including Mark Reg. No. and Date

Country	Trademark	Class	Status	Registration No.	Registration Date
United States	CONSULTINGWARE OMD MANAGEMENT INFORMATION SYSTEM & Design 	9	Registered	1,997,334	27-Aug-1996
United States	OMD SALES ON THE GO	9	Registered	2,973,755	19-Jul-2005
United States	OMD SERVICE ON THE GO	9	Registered	2,973,754	19-Jul-2005
United States	OMD VISION & Design 	9	Registered	2,453,153	22-May-2001

B. TRADEMARK APPLICATIONS

Country	Trademark	Class	Application No.	Filing Date
United States	OMD	9	76/567,517	15-Dec-2003

C. TRADEMARK LICENSES

Including Name of Agreement, Parties and Date of Agreement

None

D. LIST OF URLS/DOMAIN NAMES:

Domain Name
www.omdcorp.com

SCHEDULE II
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
COPYRIGHT REGISTRATIONS

A. REGISTERED COPYRIGHTS

Including Copyright Reg. No. and Date

Country	Copyright Title	Registration No.	Registration Date	Created	Listed Claimant
United States	ACPSHW. (OMD management information systems.)	TX-3-708-117	12-Nov-1993	1993	OMD Corporation
United States	<i>Serials Title:</i> O M D : optimizing management decisions : innovative new methods of information management	TX 1-774-390	12-Feb-1985	1984	OMD Corporation

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.