# **-OP \$265.00 29978**

## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 Trademark Security Agreement

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Apptis Holdings, Inc.		12/18/2006	CORPORATION: DELAWARE

### RECEIVING PARTY DATA

Name:	Wachovia Corporation, National Association	
Street Address:	201 South College Street CP-8	
City:	Charlotte	
State/Country:	NORTH CAROLINA	
Postal Code:	28288-0680	
Entity Type:	National Banking Association: UNITED STATES	

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2997846	APPTIS
Registration Number:	3011004	APPLYING TECHNOLOGIES, INSPIRING SOLUTIONS
Registration Number:	3007522	APPLYING TECHNOLOGIES, INSPIRING SOLUTIONS
Registration Number:	3011003	A APPTIS
Registration Number:	3062390	A APPTIS
Registration Number:	3062561	SAFECARE
Registration Number:	3140410	SAFECARE
Serial Number:	78634322	
Serial Number:	78637680	PATIENT SAFETY DESK REFERENCE
Registration Number:	2521353	PATIENT SAFETY DESK REFERENCE

### **CORRESPONDENCE DATA**

Fax Number: (704)353-3698

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

Phone: 704 331 5792

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Email: dmillard@kennedycovington.com Correspondent Name: Karl S. Sawyer, Jr. Address Line 1: 214 N Tryon St., Hearst Tower, 47th Fl. Kennedy Covington Lobdell & Hickman, LLP Address Line 2: Address Line 4: Charlotte, NORTH CAROLINA 28202 ATTORNEY DOCKET NUMBER: 13567.098 INTELLISYS NAME OF SUBMITTER: Karl S. Sawyer, Jr. Signature: /Karl S. Sawyer, Jr./ 01/11/2007 Date: **Total Attachments: 7** source=ApptisHoldingsInc#page1.tif source=ApptisHoldingsInc#page2.tif

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### TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of December 20, 2006 by and among Apptis Holdings, Inc., a Delaware corporation (the "Grantor"), having its chief executive office at 14155 Newbrook Drive, Chantilly, Virginia 20151, and WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "Administrative Agent"), with offices at 201 South College Street, CP-8, Charlotte, North Carolina 28288-0680 for the ratable benefit of the banks and other financial institutions (the "Lenders") from time to time parties to the Second Amended and Restated Credit Agreement, dated as of December 20, 2006 (as amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and among Apptis (DE), Inc., a Delaware corporation (the "Borrower"), the Grantor, the lenders who are or may become a party to this Agreement (collectively, the "Lenders"), and the Administrative Agent.

This Agreement is executed pursuant to the terms of a Collateral Agreement dated as of February 13, 2004 by and among the Borrower, the Grantor, certain Subsidiaries of the Grantor and the Borrower, and the Administrative Agent (as amended, restated, supplemented or otherwise modified, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants and pledges to the Administrative Agent, a security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Grantor, including, without limitation, each Trademark, Trademark registration and Trademark application described on Schedule A;
- (ii) each Trademark License, including, without limitation, each Trademark License described on Schedule B;
- (iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark or Trademark registration, including, without limitation, any Trademark or Trademark registration described on <u>Schedule A</u> or, to the extent Grantor has such rights, under any Trademark licensed under any Trademark License, including, without limitation, any Trademark License described on <u>Schedule B</u>, (b) injury to the goodwill associated with any Trademark, Trademark registration or, to the extent Grantor has such rights, Trademark License or (c) breach or enforcement of any Trademark License; and
  - (iv) all products and proceeds of the foregoing.

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The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

APPTIS HOLDINGS, INC., as Grantor

By: Name: Patrick Attilio

Title: Chief Financial Officer, Senior Vice

President and Treasurer

[SIGNATURE PAGES CONTINUE]

[Trademark Security Agreement- Apptis Holdings, Inc.]

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# ACKNOWLEDGMENT

Commonuealth STATE OF Virginia
COUNTY OF Fairfax
I, Gail E. Sweeney, a Notary Public for said County and State, do hereby certify that Patrick Attilio personally appeared before me this day and stated that (s)he is Chief Financial Officer, Senior Vice President and Treasurer of Apptis Holdings, Inc. and acknowledged, on behalf of Apptis the due execution of the foregoing instrument.
Witness my hand and official seal, this 18 day of December, 2006.
Notary Public Notary Public
My commission expires:
GAIL E. SWEENEY - NOTARY PUBLIC County of Commonwealth of Virginia My Commission Expires July 31, 2009

Agreed and Accepted:

WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent

Name:

Robert Sevin Title:\_\_\_\_ Director

# Schedule A to Trademark Security Agreement

# TRADEMARK APPLICATIONS

Owner	Application No./ Registration No.	Registration Date
Apptis Holdings, Inc.	78456227/	09/20/05
	2997846	
Apptis Holdings, Inc.	78442096/	11/01/05
	3011004	
Apptis Holdings, Inc.	78456225/	10/18/05
	3007522	
Apptis Holdings, Inc.	78442092/	11/01/05
	3011003	
Apptis Holdings, Inc.	78456224/	02/28/06
	3062390	
Apptis Holdings, Inc.	78471597/	02/28/06
	3062561	
Apptis Holdings, Inc.	78577200/	09/05/06
	3140410	
Apptis Holdings, Inc.	Application No. 78634322	Application Date 05/20/05
Apptis Holdings, Inc.	Application No. 78637680	Application Date 05/26/05
Apptis Holdings, Inc.	75853111/	11/19/99; assigned to Apptis
	2521353	Holdings, Inc. 06/20/05

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# Schedule B to Trademark Security Agreement

# TRADEMARK LICENSES

None.

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**RECORDED: 01/11/2007**