

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Trade Service Company, LLC	FORMERLY Trade Service Corporation	01/16/2007	LIMITED LIABILITY COMPANY: CALIFORNIA
Trade Service Holdings, Inc.		01/16/2007	CORPORATION: DELAWARE
Office Products Update Services, LLC		01/16/2007	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	Golub Capital Incorporated
Street Address:	551 Madison Avenue
Internal Address:	6th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	77062802	PFMS
Serial Number:	77070764	EDATAFLEX
Serial Number:	77069515	NU-WAY
Serial Number:	77053574	COMPARATOR WEB
Serial Number:	77059475	TRADE SERVICE
Serial Number:	77055618	ELECTRICAL PRICE GUIDE
Serial Number:	77054616	ELECTRICAL SALES AND SERVICE MANUAL
Serial Number:	77054502	TRA-SER
Serial Number:	77052480	PLUMBER'S PRICING MANUAL
Registration Number:	2667574	TRADE SERVICE CORPORATION

CH \$465.00 77062802

Registration Number:	2403241	OP POWERTOOLS
Registration Number:	1468266	NATIONAL PRICE SERVICE
Registration Number:	1443138	LASERLOG
Registration Number:	1533058	COMPARATOR
Registration Number:	0834154	NS WORLD-TRADE
Registration Number:	1245271	TODAY'S RACING DIGEST
Registration Number:	1975886	O/PUS
Registration Number:	1923488	OPDB

CORRESPONDENCE DATA

Fax Number: (617)526-9899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: jcrystal-lowry@proskauer.com
Correspondent Name: Proskauer Rose LLP
Address Line 1: One International Place
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	31199/033
NAME OF SUBMITTER:	Jamie Crystal-Lowry
Signature:	/Jamie Crystal-Lowry/
Date:	01/16/2007

Total Attachments: 5
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source=Security Agreement#page4.tif
source=Security Agreement#page5.tif

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement"), dated as of January 16, 2007 by TRADE SERVICE COMPANY, LLC, a California limited liability company, TRADE SERVICE HOLDINGS, INC., a Delaware corporation, Office Products Update Services, LLC, a California limited liability company and the other signatories party to the Security Agreement (defined below) from time to time (each a Grantor collectively, the "Grantors"), in favor of GOLUB CAPITAL INCORPORATED in its capacity as Agent pursuant to the Loan and Security Agreement dated January 16, 2007 (the "Loan and Security Agreement"), (in such capacity, the "Agent").

W I T N E S S E T H:

WHEREAS, the Grantors are party to a Guarantee Security Agreement of even date herewith (the "Security Agreement") in favor of the Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the ratable benefit of the Beneficiaries, to enter into the Loan and Security Agreement, the Grantors hereby agree with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Agent for the ratable benefit of the Beneficiaries a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor (collectively, the "Trademark Collateral"):

- (a) Trademarks of such Grantor listed on Schedule 1 attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

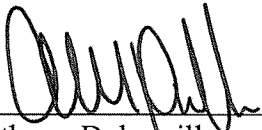
SECTION 4. Termination. Upon the full payment and performance of the Guaranteed Obligations, upon written request of the Grantors, the Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

[Signature Page Follows]

[Signature Page to Trademark Security Agreement]

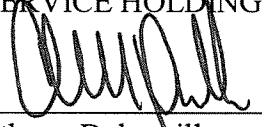
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officers as of the date first set forth above.

OFFICE PRODUCTS UPDATE SERVICES,
LLC

By: 
Name: Anthony Dubreville
Title: Chief Executive Officer and President

Address for notices:
15445 Innovation Drive
San Diego, CA 92128
Attn: Mr. Steven Borgardt
Fax.: (858) 521-1432
Tel.: (858) 521-1501

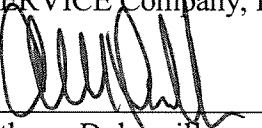
TRADE SERVICE HOLDINGS, INC

By: 
Name: Anthony Dubreville
Title: Chief Executive Officer and President

with a copy to:

Hill Farrer & Burrill
One California Plaza, 37th Floor
300 South Grand Avenue
Los Angeles, CA 90071-3147
Attn: Mr. Michael Dibiase
Telecopy No.: (213) 624-4840
Telephone No.: (213) 621-0826
mdibiase@hfbllp.com

TRADE SERVICE Company, LLC

By: 
Name: Anthony Dubreville
Title: Chief Executive Officer and President

and:

GF Capital
75 Rockefeller Center, 9th Floor
New York, NY 10019
Attn: Mr. Josh Lamstein
Telecopy No.: (212) 433-1239
Telephone No.: (212) 433-1228
jlamstein@gfcap.com

and:

Klehr, Harrison, Harvey,
Branzburg & Ellers, LLP
260 South Broad Street
Philadelphia, PA 19102
Attn: Mr. Barry J. Siegel, Esq.
Telecopy No.: (215) 568-6603
Telephone No.: (215) 569-4293
mdibiase@hfbllp.com

**GOLUB CAPITAL INCORPORATED, as
Agent**

By: 

Name: Gregory W. Cashman

Title: Chief Investment Officer

Address: 551 Madison Avenue, 6th Floor
New York, New York 10022
Attn: Charles F. Riceman
Telecopier No.: (212) 660-7266
Telephone No.: (212) 750-5505
E-Mail: criceman@golubcapital.com

with a copy to:

Proskauer Rose LLP
One International Place
Boston, MA 02110
Attn: Stephen A. Boyko, Esq.
Telecopier No.: (617) 526-9899
Telephone No.: (617) 526-9770
E-Mail: sboyko@proskauer.com

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

[see attached]

Property Type	Number	Word Mark
Serial Number:	77062802	PFMS
Serial Number:	77070764	EDATAFLEX
Serial Number:	77069515	NU-WAY
Serial Number:	77053574	COMPARATOR WEB
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