

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Trade Service Company, LLC	FORMERLY Trade Service Corporation	01/22/2007	LIMITED LIABILITY COMPANY: CALIFORNIA
Trade Service Holdings, Inc.		01/22/2007	CORPORATION: DELAWARE
Office Products Update Services, LLC		01/22/2007	LIMITED LIABILITY COMPANY: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Golub Associates, LLC
<b>Street Address:</b>	551 Madison Avenue
<b>Internal Address:</b>	6th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEW YORK

**PROPERTY NUMBERS Total: 20**

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

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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
Serial Number:	77077975	HVACR PRICE GUIDE
Serial Number:	77077992	MOORE O.P. SERVICES

**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:	01/24/2007

**Total Attachments: 4**

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**TRADEMARK SECURITY AGREEMENT**

This Trademark Security Agreement (this "Trademark Security Agreement"), dated as of January 22, 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 ASSOCIATES, LLC in its capacity as Agent pursuant to the Loan and Security Agreement dated January 22, 2007 (the "Loan and Security Agreement"), (in such capacity, the "Agent").

**WITNESSETH:**

WHEREAS, the Grantors are party to a 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.

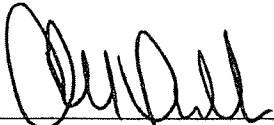
SECTION 4. Termination. Upon the full payment and performance of the Guaranteed Obligations, upon written request of the Grantors, the Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and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

**[Signature Page Follows]**

[Signature Page to Trademark Security Agreement]

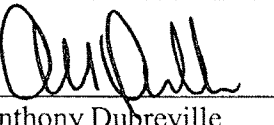
IN WITNESS WHEREOF, each Grantor has caused this Copyright Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

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

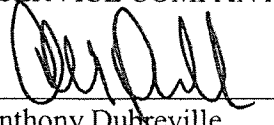
TRADE SERVICE HOLDINGS, INC

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

with a copy to:

Hill Farrer & Burrill  
One California Plaza, 37<sup>th</sup> 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, INC

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

and:

GF Capital  
75 Rockefeller Center, 9<sup>th</sup> 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 ASSOCIATES, LLC, as Agent**

By: 

Name: Gregory W. Cashman

Title: Authorized Signatory

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

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Serial Number:	77062802	PFMS
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