

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
APAC Customer Services, Inc.		01/31/2007	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	LaSalle Bank National Association, as Agent		
Street Address:	135 South LaSalle Street		
Internal Address:	Suite 425		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78907090	ATHOME SERVICE	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7806		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher c/o Goldberg Kohn		
Address Line 1:	55 East Monroe Street		
Address Line 2:	Suite 3700		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1941.164		
NAME OF SUBMITTER:	Nancy Brougher		
Signature:	/njb/		

OP \$40.00 78907090

Date:

02/02/2007

Total Attachments: 8

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "**Security Agreement**") made as of this 31st day of January, 2007, by APAC Customer Services, Inc., an Illinois corporation ("**Grantor**"), in favor of LASALLE BANK NATIONAL ASSOCIATION, with an office at 135 South LaSalle Street, Suite 425, Chicago, Illinois 60603 ("**Agent**"), as agent for the Lenders. This Security Agreement shall become effective as of the date hereof, and at such time, shall amend, restate, supersede and replace in its entirety the Original Security Agreement (as defined herein).

W I T N E S S E T H

WHEREAS, Grantor, Agent, and the financial institutions from time to time party thereto are parties to a certain Second Amended and Restated Loan and Security Agreement dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the "**Loan Agreement**"), which provides, among other things for (i) Lenders to, from time to time, extend credit to or for the account of Grantor and (ii) the grant by Grantor to Agent for the benefit of Lenders of a security interest in certain of Grantor's assets, including, without limitation, its trademarks and trademark applications;

WHEREAS, pursuant to the financing arrangements described in, and restated pursuant to, the Loan Agreement, Grantor and Agent entered into that certain Trademark Security Agreement dated as of June 2, 2005 (as amended, supplemented, reaffirmed or otherwise modified prior to the date hereof, the "**Original Security Agreement**");

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Capitalized Terms. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Liabilities, Grantor hereby grants to Agent for the benefit of Agent and Lenders, and hereby reaffirms its grant pursuant to the Loan Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and

the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**") and all rights corresponding to any of the foregoing throughout the world and the goodwill of the Grantor's business connected with the use of and symbolized by the Trademarks; provided however that (a) neither this Security Agreement nor any Other Agreement shall operate as a sale, transfer, conveyance or other assignment to Agent or any Lender of any applications by Grantor for a trademark based on an intent to use the same if and so long as such application is pending and has not been the subject of a statement of use or amendment to allege use (such pending applications which are based on intent to use being hereinafter referred to collectively as "Intent-To-Use Applications"), but rather, if and so long as Grantor's Intent-To-Use Application is pending, this Security Agreement and any applicable Other Agreement shall operate only to create a security interest for collateral purposes in favor of Agent for the benefit of Lenders, on such Intent-To-Use Applications as collateral security for the Liabilities and (b) the lien and security interest of this Security Agreement or any Other Agreement on any Trademark sold or otherwise disposed of in accordance with the provisions of this Security Agreement shall be automatically released. Agent shall (and is hereby authorized by each Lender to), at Grantor's expense, execute and deliver such instruments (including Uniform Commercial Code termination statements), and take such other actions, as Grantor may from time to time reasonably request to confirm or evidence such release made pursuant to the immediately preceding sentence.

3. Warranties and Representations. Grantor warrants and represents to Agent that:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation, shop rights and covenants by Grantor not to sue third persons except for Permitted Liens;

(iii) Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) Grantor has the right and power and is duly authorized and empowered to enter into, and to execute and deliver this Security Agreement and perform its obligations hereunder.

4. Restrictions on Future Agreements. Grantor agrees that until the Liabilities shall have been satisfied in full and the Loan Agreement shall have been terminated, Grantor shall not, without the prior written consent of Agent, sell or assign its interest in any Trademark or enter into any other agreement (other than the Second Lien Loan Agreement and the agreements contemplated thereby) with respect to any Trademark

which would affect the validity or enforcement of the rights of Agent under this Security Agreement, except as otherwise permitted by the Loan Agreement.

5. New Trademarks. Grantor represents and warrants that, based on a diligent investigation by Grantor, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "Intent To Use" Applications until a verified statement of use is filed with respect to such applications) now owned by Grantor. If, before the Liabilities shall have been satisfied in full or before the Loan Agreement has been terminated, Grantor shall (i) become aware of any existing Trademarks of which Grantor has not previously informed Agent, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Grantor shall give to Agent prompt written notice thereof. Grantor hereby authorizes Agent to modify this Security Agreement by amending Schedule A to include any such Trademarks.

6. Term. The term of this Security Agreement shall extend until the payment in full of the Liabilities and the termination of the Loan Agreement. Grantor agrees that upon the occurrence and during the continuance of an Event of Default, the use by Agent or any Lender of all Trademarks shall be without any liability for royalties or other related charges from Agent or any Lender to Grantor.

7. Product Quality. Grantor agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of and during the continuance of an Event of Default, Grantor agrees that Agent, or a conservator appointed by Agent, shall have the right to establish such additional product quality controls as Agent, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks.

8. Release of Security Interest. This Security Agreement is made for collateral purposes only. Upon payment in full of the Liabilities and termination of the Loan Documents, Agent shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Loan Agreement.

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Grantor and until paid shall constitute Liabilities. All reasonable and documented out-of-pocket costs and expenses, including, without limitation, attorneys' fees and legal expenses, incurred by Agent or any Lender in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Grantor and until paid shall constitute Liabilities. In addition, during the occurrence and continuance of an Event of Default, Grantor shall reimburse Agent or any Lender for all documented out-of-pocket costs

and documented out-of-pocket expenses, including, without limitation, legal expenses and reasonable attorneys' fees (whether for internal or outside counsel).

10. Duties of Grantor. Grantor shall have the duty (i) to file and prosecute diligently any trademark applications pending as of the date hereof or hereafter until the Liabilities shall have been paid in full and the Loan Documents have been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with Grantor's obligations under this Section 10 shall be borne by Grantor and until paid shall constitute Liabilities.

11. Agent's or Lender's Right to Sue. After the occurrence and during the continuance of an Event of Default, Agent or any Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Agent or any Lender shall commence any such suit, Grantor shall, at the request of Agent or any Lender, do any and all lawful acts and execute any and all proper documents required by Agent or any Lender in aid of such enforcement and Grantor shall promptly, upon demand, reimburse Agent or Lender, as applicable, for all documented out-of-pocket costs and expenses incurred by Agent or Lender, as applicable, in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Grantor and Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any Lender, any right, power or privilege hereunder or under the Loan Agreement or any Other Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Loan Documents. All of Agent's or any Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Agreement, or by any Other Agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Agent upon the occurrence and the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all

applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Agent deems necessary or proper in the interests of Agent or any Lender, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Grantor's Liabilities shall have been paid in full and the Loan Agreement and the Other Agreements have been terminated. Grantor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Agent or any Lender under the Loan Agreement or any Other Agreement but rather is intended to facilitate the exercise of such rights and remedies. Agent and Lenders shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Other Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon Grantor and its respective successors and assigns, and shall inure to the benefit of Agent and Lenders, their successors, nominees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

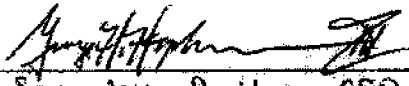
18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Grantor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Agent or any Lender shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Grantor contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Loan Agreement.

IN WITNESS WHEREOF, Grantor has duly executed this Security Agreement as of the date first written above.

APAC CUSTOMER SERVICES, INC.

By 
Title Senior Vice President CFO

Agreed and Accepted
As of the Date First Written Above

LASALLE BANK NATIONAL ASSOCIATION

By _____
Title _____

IN WITNESS WHEREOF, Grantor has duly executed this Security Agreement as of the date first written above.

APAC CUSTOMER SERVICES, INC.

By _____
Title _____

Agreed and Accepted
As of the Date First Written Above

LASALLE BANK NATIONAL ASSOCIATION

By andrew j. [signature]
Title FIRST VICE PRESIDENT

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
ServicePac	2692700	03/04/03
On Line for Your Success	2654368	11/26/02
E.Pac	2511649	11/27/01
End-To-End Solutions for One-to-One Success	2407881	11/28/00
APAC Customer Services	2474901	08/07/01
None (design only)	2326266	03/07/00
Fifth Wave Leadership	2231807	03/16/99
All People are Customers	2245805	05/18/99

TRADEMARK APPLICATIONS

<u>Trademark Description</u>	<u>U.S. Serial No.</u>	<u>Date Filed</u>
atHome Service	78907090	06/13/06