

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
Forsythe Technology, Inc.		03/31/2006	CORPORATION: ILLINOIS
Forsythe McArthur Associates, Inc.		03/31/2006	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	LaSalle Bank National Association
Street Address:	135 South LaSalle Street
Internal Address:	Suite 627
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2608505	FORSYTHE TECHNOLOGY
Registration Number:	2608503	FORSYTHE
Registration Number:	2608504	FORSYTHE SOLUTIONS
Registration Number:	1719080	FORSYTHE MCARTHUR

CORRESPONDENCE DATA

Fax Number: (312)984-7700
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-372-2000
 Email: Chicago_IP_Docket@mwe.com
 Correspondent Name: Patrick D. Richards, Esq.
 Address Line 1: 227 West Monroe Street
 Address Line 2: Suite 4400
 Address Line 4: Chicago, ILLINOIS 60606-5096

CH \$115.00 2608505

NAME OF SUBMITTER:	Patrick D. Richards
Signature:	/Patrick D. Richards/
Date:	04/03/2007
Total Attachments: 8 source=Security Agreement#page1.tif source=Security Agreement#page2.tif source=Security Agreement#page3.tif source=Security Agreement#page4.tif source=Security Agreement#page5.tif source=Security Agreement#page6.tif source=Security Agreement#page7.tif source=Security Agreement#page8.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "**Security Agreement**") made as of March 31, 2006 by and among Forsythe Technology, Inc., an Illinois corporation ("**FTI**"), Forsythe Technology Management Co., an Illinois corporation ("**FTMC**"), Forsythe McArthur Associates, Inc., an Illinois corporation ("**FMA**"), Forsythe Solutions Group, Inc., an Illinois corporation ("**FSG**"), Forsythe Sales Finance, LLC, an Illinois limited liability company ("**FSF**"), Forsythe Internet Sales, Inc., an Illinois corporation ("**Forsythe Internet**"), Forsythe Solutions, Inc., an Illinois corporation ("**Forsythe Solutions**"), National Business Group, Inc., a Georgia corporation ("**NBG**"), Forsythe Biotechnology Group, Inc., an Illinois corporation ("**Forsythe Biotech**," and together with FTI, FTMC, FMA, FSG, FSF, Forsythe Internet, Forsythe Solutions and NBG, collectively referred to herein as the Loan Parties, and the Loan Parties are hereinafter collectively referred to as "**Grantors**" and individually referred to as a "**Grantor**"), and LaSalle Bank National Association, a national banking association ("**LaSalle**"), as collateral agent for the equal and ratable benefit of the Banks under the Credit Agreement (as herein defined) (in such capacity, together with its successors and assigns in such capacity, the "**Collateral Agent**").

WITNESSETH

WHEREAS, each of FTI and FTMC, as borrowers (the "**Borrowers**"), and FMA, FSG, FSF, Forsythe Internet, Forsythe Solutions, NBG and Forsythe Biotech, as guarantors, are parties to that certain Credit Agreement dated as of March 31, 2006 (as amended, amended and restated, joined, supplemented or otherwise modified from time to time, the "**Credit Agreement**") with LaSalle, as a Bank, as Administrative Agent, as Co-Arranger and as Collateral Agent, Harris N.A., a national banking association, as Syndication Agent, as Co-Arranger and as a Bank, and the other Banks party thereto from time to time, and the other Loan Documents (as defined in the Credit Agreement) (with the Credit Agreement and the Loan Documents being referred to herein collectively as the "**Financing Agreements**"), which Financing Agreements provide (i) for the Banks to, from time to time, extend credit to or for the account of the Borrowers and the other Loan Parties, and (ii) for the grant by the Loan Parties to the Collateral Agent for the equal and ratable benefit of the Banks of a security interest in substantially all of such Loan Party's assets, including, without limitation, including, without limitation, its trademarks and trademark applications;

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, each Grantor jointly and severally agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Liabilities, each Grantor hereby grants to the Collateral Agent, for the equal and ratable benefit of the Banks, and hereby reaffirms its prior

grant pursuant to the Financing Agreements of, a continuing security interest in such 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 (other than "intent to use" applications until a verified statement of use is filed with respect to such 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**"); all rights corresponding to any of the foregoing throughout the world and the goodwill of such Grantor's business connected with the use of and symbolized by the Trademarks.

3. Representations and Warranties. Each Grantor jointly and severally represents and warrants to the Collateral 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) such Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark set forth in Schedule A hereto, free and clear of any liens, charges and encumbrances other than Permitted Interests, including without limitation, shop rights and covenants by such Grantor not to sue third persons;

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

(iv) such Grantor has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Each Grantor agrees that until such Grantor's Liabilities shall have been satisfied in full and the Financing Agreements shall have been terminated, such Grantor shall not, without the prior written consent of the Collateral Agent, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would adversely affect the validity or enforcement of the rights transferred to the Collateral Agent under this Security Agreement.

5. New Trademarks. Each Grantor represents and warrants that 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 such Grantor.

If, before each Grantor's Liabilities shall have been satisfied in full or before the Financing Agreements have been terminated, such Grantor shall (i) become aware of any existing Trademarks of such Grantor has not previously informed the Collateral 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 such Grantor shall give to the Collateral Agent prompt written notice thereof. Each Grantor hereby authorizes the Collateral Agent to modify this Security Agreement by amending Schedule A to include any such Trademarks.

6. Royalties; Term. The term of this Security Agreement shall extend until the payment in full of each Grantor's Liabilities and the termination of the Financing Agreements. Each Grantor agrees that upon the occurrence of an Event of Default, the use by the Collateral Agent of all Trademarks shall be without any liability for royalties or other related charges from the Collateral Agent to such Grantor.

7. Product Quality. Each 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 an Event of Default, each Grantor agrees that the Collateral Agent, or a conservator appointed by the Collateral Agent, shall have the right to establish such additional product quality controls as the Collateral Agent, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by such Grantor under the Trademarks.

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

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by each Grantor. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by the Collateral Agent 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, reasonable 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 the Grantors and until paid shall constitute Liabilities.

10. Duties of Grantors. Each Grantor shall have the duty (i) to file and prosecute diligently any trademark applications pending as of the date hereof or hereafter until such Grantor's Liabilities shall have been paid in full and the Financing Agreements 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 such Grantor's obligations under this Section 10 shall be borne by Borrower.

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

12. Waivers. No course of dealing between any Grantor and the Collateral Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Collateral Agent, any right, power or privilege hereunder or under the Financing Agreements 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 Financing Agreements. All of the Collateral Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Grantor hereby authorizes the Collateral Agent upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of the Collateral Agent as the Collateral Agent may select, in its sole discretion, as such Grantor's true and lawful attorney-in-fact, with power to (i) endorse such Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Collateral Agent in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as the Collateral Agent deems to be in the best interest of the Collateral Agent, 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. Each 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 the Liabilities shall have been paid in full and the Financing Agreements have been terminated. Each Grantor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of the Collateral Agent under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. The Collateral Agent shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing 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; Assignment. This Security Agreement shall be binding upon each Grantor and its respective successors and assigns, and shall inure to the benefit of the Collateral Agent, the Administrative Agent and the Banks and their respective successors and assigns. The Collateral Agent, the Administrative Agent or any Bank may assign, indorse or transfer any instrument evidencing all or part of the Liabilities as provided in, and in accordance with, the Credit Agreement, and the holder of such instrument shall be entitled to the benefits of this Agreement.

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. Each of the Grantors agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as the Collateral Agent 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 each 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 Financing Agreements.

Signature Page Follows

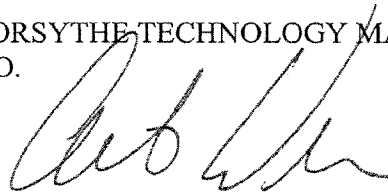
IN WITNESS WHEREOF, each of the Grantors has duly executed this Security Agreement as of the date first written above.

FORSYTHE TECHNOLOGY, INC.



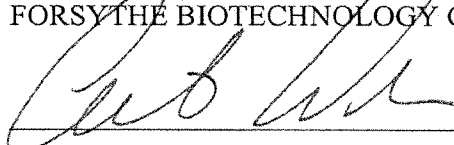
By: Albert L. Weiss
Title: Executive Vice President-Finance and Administration

FORSYTHE TECHNOLOGY MANAGEMENT CO.



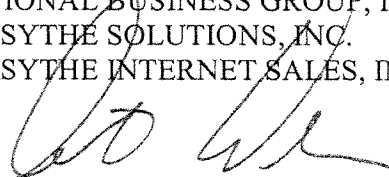
By: Albert L. Weiss
Title: Executive Vice President-Finance and Administration

FORSYTHE SALES FINANCE, LLC
FORSYTHE/MCARTHUR ASSOCIATES, INC.
FORSYTHE BIOTECHNOLOGY GROUP, INC.



By: Albert L. Weiss
Title: President

FORSYTHE SOLUTIONS GROUP, INC.
NATIONAL BUSINESS GROUP, INC.
FORSYTHE SOLUTIONS, INC.
FORSYTHE INTERNET SALES, INC.



By: Albert L. Weiss
Title: Treasurer

Signature Page to
Trademark Security Agreement

Forsythe Technology, Inc. et al.

TRADEMARK
REEL: 003513 FRAME: 0054

Agreed and Accepted
As of the date first written above

LASALLE BANK NATIONAL ASSOCIATION, as Collateral Agent

By *Theresa Hill*
Its *AVP*

Signature Page to
Trademark Security Agreement

LaSalle Bank National Association

TRADEMARK
REEL: 003513 FRAME: 0055

SCHEDULE A

TRADEMARK REGISTRATIONS

Forsythe Technology, Inc. owns the following registered trademarks:

<u>Reg. Number</u>	<u>Word Mark</u>
<u>2608505</u>	<u>FORSYTHE TECHNOLOGY</u>
<u>2608503</u>	<u>FORSYTHE</u>
<u>2608504</u>	<u>FORSYTHE SOLUTIONS</u>

Forsythe/McArthur Associates, Inc. owns the following registered trademark:

<u>Reg. Number</u>	<u>Word Mark</u>
<u>1719080</u>	<u>FORSYTHE MCARTHUR</u>

TRADEMARK APPLICATIONS

None.