

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Notice of Grant of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Insight Global, Inc.		04/13/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Laminar Direct Capital L.P., as Agent
Street Address:	10000 Memorial Drive
Internal Address:	Suite 500
City:	Houston
State/Country:	TEXAS
Postal Code:	77024
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Laminar Direct Capital L.P., as Control Agent
Street Address:	10000 Memorial Drive
Internal Address:	Suite 500
City:	Houston
State/Country:	TEXAS
Postal Code:	77024
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	78596387	INSIGHT GLOBAL, INC.
Serial Number:	78596363	INSIGHT GLOBAL, INC.

CORRESPONDENCE DATA

Fax Number: (919)416-8363

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

Phone: 9192868041

OP \$65.00 78596387

900076964

TRADEMARK
REEL: 003543 FRAME: 0093

Email: pto_tmconfirmation@mvalaw.com
Correspondent Name: Moore & Van Allen PLLC
Address Line 1: 430 Davis Drive
Address Line 2: Suite 500
Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:

033532.66NT1STINSIGHTJES

NAME OF SUBMITTER:

John E. Slaughter

Signature:

/John E. Slaughter/

Date:

05/16/2007

Total Attachments: 4

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NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Gentlemen:

Please be advised that pursuant to the First Lien Security and Pledge Agreement dated as of April 13, 2007 (as the same may be amended, modified, extended or restated from time to time, the "Agreement") by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors"), Laminar Direct Capital L.P., as Agent and Laminar Direct Capital L.P., as Control Agent (collectively, the "Agents") for the Lenders referenced therein (the "Lenders"), the undersigned Obligor has granted and hereby grants a continuing security interest in and continuing lien upon, the trademarks and trademark applications shown below to the Agents for the ratable benefit of the Lenders, subject to and upon the terms and conditions of the Agreement, which are incorporated herein by reference:

TRADEMARKS

<u>Trademark No.</u>	Description of Trademark <u>Item</u>	Date of <u>Trademark</u>
	None.	

TRADEMARK APPLICATIONS

<u>Trademark Applications No.</u>	Description of Trademark <u>Applied For</u>	Date of Trademark <u>Applications</u>
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[see attached Schedule A]

The Obligors and the Agents, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

INSIGHT GLOBAL, INC.,
a Delaware corporation

By: 

Name: Scott Madden

Title: Secretary

Acknowledged and Accepted:

LAMINAR DIRECT CAPITAL L.P., as Agent

By: _____

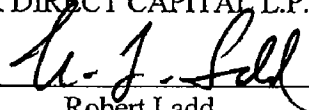


Robert Ladd

Authorized Signatory

LAMINAR DIRECT CAPITAL L.P., as Control Agent

By: _____



Robert Ladd

Authorized Signatory

Schedule A

**Insight Global, Inc.
(Delaware Corporation)**

U.S. Trademarks

Pending Applications

Mark	Application No.	Filing Date
INSIGHT GLOBAL, INC.	78596387	03/28/2005
INSIGHT GLOBAL, INC.	78596363	03/28/2005