

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
Service Net Solutions, LLC		05/15/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Goldman Sachs Credit Partners L.P.
Street Address:	30 Hudson Street
Internal Address:	17th Floor
City:	Jersey City
State/Country:	NEW JERSEY
Postal Code:	07302
Entity Type:	LIMITED PARTNERSHIP: BERMUDA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3112036	
Serial Number:	77068072	SERVICE NET
Registration Number:	2334655	SERVICE NET YOUR REPAIR CONNECTION
Registration Number:	2331234	SERVICE NET YOUR REPAIR CONNECTION

CORRESPONDENCE DATA

Fax Number: (312)993-9767
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312/876-7628
 Email: linda.kastner@lw.com
 Correspondent Name: Linda Kastner c/o Latham & Watkins
 Address Line 1: 233 S. Wacker Drive
 Address Line 2: Suite 5800
 Address Line 4: Chicago, ILLINOIS 60606

OP \$115.00 3112036

NAME OF SUBMITTER:	Linda Kastner
Signature:	/lk/
Date:	05/17/2007
Total Attachments: 5 source=servicenet.secondlientsa#page1.tif source=servicenet.secondlientsa#page2.tif source=servicenet.secondlientsa#page3.tif source=servicenet.secondlientsa#page4.tif source=servicenet.secondlientsa#page5.tif	

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of May 15, 2007 (as amended, restated or otherwise modified, the "Trademark Security Agreement"), is between each of **SERVICE NET SOLUTIONS, LLC** a Delaware limited liability company ("**Borrower**" or "**Grantor**"), and **GOLDMAN SACHS CREDIT PARTNERS L.P.**, in its capacity as collateral agent for the Secured Parties (together with successors and assigns in such capacity, the "**Collateral Agent**").

WITNESSETH:

WHEREAS, Grantor is party to a Pledge and Security Agreement dated as of May 15, 2007 (the "Pledge and Security Agreement") between the Grantor, the other grantors party thereto and the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Second Lien Credit Agreement, the Grantor hereby agrees with the Collateral Agent, as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to Collateral Agent for the benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including, but not limited to: (i) the registrations and applications referred to on Schedule I hereto (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income payments, claims, damages and proceeds of suit (collectively, "Trademarks"); and

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, "Trademark Licenses").

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 Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and 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 Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

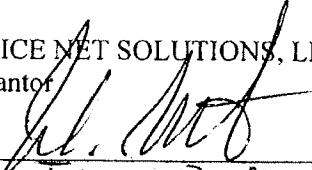
SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

SERVICE NET SOLUTIONS, LLC,
as Grantor

By: 
Name: James F. Mostafaei
Title: CFO, VP + Secretary

ACCEPTED AND ACKNOWLEDGED BY:

GOLDMAN SACHS CAPITAL PARTNERS L.P.,
as Collateral Agent

By: _____
Name: _____
Title: _____

[Signature Page to Service Net Solutions, LLC Second Lien Trademark Security Agreement]

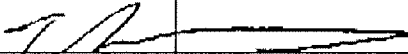
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SERVICE NET SOLUTIONS, LLC,
as Grantor

By: _____
Name: _____
Title: _____



ACCEPTED AND ACKNOWLEDGED BY:

GOLDMAN SACHS CAPITAL PARTNERS L.P.,
as Collateral Agent

By: 
Name: Thomas G. Connolly
Title: Vice President

[Signature Page to Service Net Solutions, LLC Second Lien Trademark Security Agreement]

SCHEDULE I
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Grantor</u>	<u>TradeMark</u>	<u>Serial No./ Filing Date</u>	<u>Status</u>	<u>Reg. No./ Registered</u>
Service Net Solutions, LLC	DESIGN ONLY 	78/677,286 7/25/2005	REGISTERED; AOU DUE 7/4/2012; RENEWAL DUE 7/4/2016.	3,112,036 7/4/2006
Service Net Solutions, LLC	SERVICE NET Service Net	77/068,072 12/20/2006	PENDING; NEW APPLICATION	
Service Net Solutions, LLC	SERVICE NET YOUR REPAIR CONNECTION 	75/530,212 8/3/1998	REGISTERED; RENEWAL DUE 3/28/2010.	2,334,655 3/28/2000
Service Net Solutions, LLC	SERVICE NET YOUR REPAIR CONNECTION	75/530,211 8/3/1998	REGISTERED; RENEWAL DUE 3/21/2010.	2,331,234 3/21/2000