

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
VPSI, Inc.		04/16/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	NewStar Financial, Inc., as Administrative Agent		
Street Address:	500 Boylston Street		
Internal Address:	Suite 1600		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2988191	VPSI	
CORRESPONDENCE DATA			
Fax Number:	(617)526-9899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	One International Place		
Address Line 2:	Proskauer Rose LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	54154/011		
NAME OF SUBMITTER:	Christine Slattery		
Signature:	/Christine Slattery/		

CH \$40.00 2988191

Date:

05/24/2007

Total Attachments: 5

source=Tab 15 pdf#page1.tif

source=Tab 15 pdf#page2.tif

source=Tab 15 pdf#page3.tif

source=Tab 15 pdf#page4.tif

source=Tab 15 pdf#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 16th day of April, 2007 by VPSI, L.L.C., a Delaware limited liability company, VPSI, INC., a Delaware corporation, VPNJ, LLC, a Delaware limited liability company and the other signatories party to that certain Security Agreement (as defined below) from time to time (collectively, jointly and severally, the "Grantors" and each individually the "Grantor"), in favor of NEWSTAR FINANCIAL, INC., in its capacity as administrative agent for the Lenders (together with its successors, the "Administrative Agent") pursuant to the agreement titled Security Agreement, among the parties hereto, the other Grantors signatory thereto, and dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement").

W I T N E S S E T H:

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver to the Administrative Agent, for the benefit of the Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lenders, to enter into the Credit Agreement, the Grantors hereby agree with the Administrative 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 Administrative Agent for the ratable benefit of the Lenders 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) each Trademark and application for Trademark of such Grantor listed on Schedule 1 attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all products and proceeds of any and all of the foregoing.

Notwithstanding anything to the contrary contained herein, the Trademark Collateral shall not include any 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 Administrative Agent pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative 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. On the Termination Date (as defined in the Credit Agreement), upon written request of the Grantors, the Administrative 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 Trademark Collateral under this Trademark Security Agreement.


SECTION 5. Execution in Counterparts. This Agreement may be executed in any number or counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

[signature page follows]

IN WITNESS WHEREOF, each 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.

VPSI, Inc.

By: 
Name: R. Jeffrey Henning
Title: President

VPSI, L.L.C.

By: 
Name: R. Jeffrey Henning
Title: President

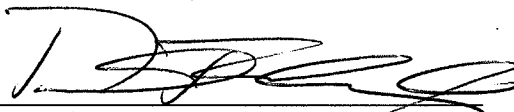
VPNJ, LLC

By: 
Name: R. Jeffrey Henning
Title: President

[Trademark Security Agreement]

ACKNOWLEDGED AND ACCEPTED:

**NEWSTAR FINANCIAL, INC.,
as Administrative Agent**

By: 
Name: Paul G. Feloney
Title: Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
VPSI, Inc.	USA	VPSI	2988191	8/23/2005

Trade Names

Common Law Trademarks