

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
VCG, Inc.		06/18/2007	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	Constellation Software Inc.
Street Address:	#1200 - 20 Adelaide Street East
City:	Toronto,
State/Country:	CANADA
Postal Code:	M5C 2T6
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	78942516	POINTWING
Registration Number:	2798622	STAFFSUITE WORLDBLINK
Registration Number:	2791912	WEBPAS WORLDBLINK
Registration Number:	2598561	WEBPAS
Registration Number:	2412045	VCG
Registration Number:	2393062	C-PAS AGENTS
Registration Number:	2425726	C PAS WEBRECRUITER
Registration Number:	2326230	C-PAS
Registration Number:	2458081	C-PAS REPORTER
Registration Number:	2096858	TEMPWARE-V
Registration Number:	2196197	STAFFSUITE

CORRESPONDENCE DATA

Fax Number: (404)685-5137

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

CH \$290.00 78942516

Phone: 404-815-2137
Email: lashanajimmar@paulhastings.com
Correspondent Name: LaShana C. Jimmar, Sr. Paralegal
Address Line 1: 600 Peachtree Street, NE
Address Line 2: Paul, Hastings, Janofsky & Walker, LLP
Address Line 4: Atlanta, GEORGIA 30308

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	LaShana C. Jimmar
Signature:	/LaShana C. Jimmar/
Date:	06/20/2007

Total Attachments: 6
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "**Intellectual Property Security Agreement**") is made as of June 18, 2007 by and between VCG, Inc., a Georgia corporation ("**Grantor**") and Constellation Software Inc. ("**Grantee**") in connection with that certain Note and Warrant Purchase Agreement dated as of the date hereof (the "**Note Purchase Agreement**") by and among the Grantor, the Grantee and JCP Co-Investment IV, L.P., a Virginia limited partnership.

RECITALS

A. Grantee has agreed to purchase certain of the Notes as described in, and pursuant to the terms of, the Note Purchase Agreement; capitalized terms used herein are used as defined in the Note Purchase Agreement. Grantee is willing to purchase such Notes from the Grantor but only upon the condition, among others, that Grantor shall grant to Grantee a security interest in certain Copyrights and Trademarks to secure the obligations of Grantor under the Note Purchase Agreement.

B. Pursuant to the terms of the Note Purchase Agreement, Grantor has granted to Grantee a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Note Purchase Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Indebtedness, obligations and liabilities to Grantee under the Note Purchase Agreement and the other Financing Documents, Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (all of which shall collectively be called the "**Intellectual Property Collateral**"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "**Copyrights**");

(b) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit B attached hereto (collectively, the "**Trademarks**");

(c) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(d) All licenses or other rights to use any of the Copyrights or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights; and

(e) All amendments, extensions, renewals and extensions of any of the Copyrights or Trademarks; and

(f) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Security and Pledge Agreement. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Grantee pursuant to that certain Security and Pledge Agreement, dated as of the date hereof, between Grantee and Grantor (as may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"). Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Intellectual Property 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.

3. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Intellectual Property Security Agreement.

4. Reassignment. At such time as Grantor shall completely satisfy all of the obligations secured hereunder, Grantee shall execute and deliver to Grantor all deed, assignments, and other instruments as may be necessary or proper to reinvest in Grantor full title to the property assigned hereunder, subject to any disposition thereof which may have been made by Grantee pursuant hereto.

5. Counterparts. This Intellectual Property Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. An executed counterpart may be delivered by fax, pdf, or other electronic means, shall be deemed to be a writing, and shall be equally effective for all purposes.

6. Law and Jurisdiction. This Intellectual Property Security Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard for choice of law provisions. Grantor and Grantee consent to the nonexclusive jurisdiction of any state or federal courts located in Fulton County, Georgia.

7. Assignment. The Grantee shall have the right to transfer or assign its rights and obligations under this Agreement in accordance with the terms and conditions set forth in Section 18 of the Note Purchase Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement as of the day and year first above written.

Address of Grantor:

VCG, INC.
1805 Old Alabama Rd.
Suite 250
Roswell, GA 30076

GRANTOR:

VCG, INC.

By: 

Name: *Steve Taylor*

Title: *President/CEO*

Address of Grantee:

Constellation Software Inc.
#1200 - 20 Adelaide Street East
Toronto, ON, CANADA M5C 2T6

GRANTEE:

CONSTELLATION SOFTWARE INC.

By: _____

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement as of the day and year first above written.

Address of Grantor:

VCG, INC.
1805 Old Alabama Rd.
Suite 250
Roswell, GA 30076

GRANTOR:

VCG, INC.

By: _____
Name:
Title:

Address of Grantee:

Constellation Software Inc.
#1200 - 20 Adelaide Street East
Toronto, ON, CANADA M5C 2T6

GRANTEE:

CONSTELLATION SOFTWARE INC.

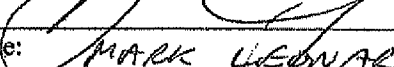
By: 
Name: MARK LEONARD
Title: PRESIDENT

EXHIBIT "A"

COPYRIGHTS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Reporter (Software)	TXu-927-621	11/26/1999
Agents (Software)	TXu-928-442	11/29/1999
C-PAS (Software)	TXu-1-013-039	11/24/1999
WebRecruiter (Software)	TXu-906-706	11/26/1999

EXHIBIT "B"

TRADEMARKS

<u>Title/Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
POINTWING	78942516	8/1/2006
STAFFSUITE WORLDLINK	2798622	12/23/2003
WEBPAS WORLDLINK	2791912	12/9/2003
WEBPAS	2598561	7/23/2002
VCG	2412045	12/12/2000
C-PAS AGENTS	2393062	10/10/2000
C-PAS WEBRECRUITER	2425726	1/30/2001
C-PAS	2326230	3/7/2000
C-PAS REPORTER	2458081	6/5/2001
TEMPWARE-V	2096858	9/16/1997
STAFFSUITE	2196197	10/13/1998

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