

## 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
General Systems Solutions, Inc.		06/06/2007	CORPORATION: CONNECTICUT
RECEIVING PARTY DATA			
Name:	American Capital Financial Services, Inc.		
Street Address:	2 Bethesda Metro Center, 14th Floor		
Internal Address:	Attn: Brett Hyman		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3237029	OLRS	
CORRESPONDENCE DATA			
Fax Number:	(301)654-6714		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	301 841-1359		
Email:	brett.hyman@americancapital.com		
Correspondent Name:	American Capital Strategies, Ltd		
Address Line 1:	2 Bethesda Metro Center, 14th Floor		
Address Line 2:	Attn: Brett Hyman		
Address Line 4:	Bethesda, MARYLAND 20814		
NAME OF SUBMITTER:	Brett Hyman		
Signature:	/Brett Hyman/		
Date:	07/18/2007		

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TRADEMARK  
REEL: 003582 FRAME: 0677

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 6, 2007, by each of the entities listed on the signature pages hereof or that becomes a party hereto pursuant to Section 7.14 of the Security Agreement referred to below (each a "Grantor" and, collectively, the "Grantors"), in favor of American Capital Financial Services, Inc.. ("ACFS"), as agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "Agent").

### RECITALS:

A. Pursuant to the Note Purchase Agreement, dated as of June 6, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), among TRIVIN HOLDINGS, INC. ("Holdings"), TRIVIN, INC. a Delaware corporation ("triVIN"), GENERAL SYSTEMS SOLUTIONS, INC., a Connecticut corporation ("GSS"), and FDI COMPUTER CONSULTING INC., a California corporation ("FDI" and, together with triVIN and GSS, each a "Company", and, collectively, the "Companies"), the Purchasers party thereto from time to time and ACFS, as agent for the Purchasers party thereto from time to time, the Purchasers have severally agreed to make extensions of credit to the Company upon the terms and subject to the conditions set forth therein;

B. Holdings has guaranteed the Obligations pursuant to the Holdings Guaranty, and the Subsidiary Guarantors have guaranteed the Obligations pursuant to the Subsidiary Guaranties; and

C. All the Grantors are party to a Pledge and Security Agreement of even date herewith in favor of the Agent (the "Security Agreement") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Purchasers, the Issuers and the Agent to enter into the Purchase Agreement and to induce the Purchasers and the Issuers to make their respective extensions of credit to the Company thereunder, each Grantor hereby agrees with the Agent as follows:

### SECTION 1. DEFINED TERMS

1.1 Unless otherwise defined herein, terms defined in the Purchase Agreement or in the Security Agreement and used herein have the meaning given to them in the Purchase Agreement or the Security Agreement.

### SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

2.1 Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent, for the benefit of the Secured Parties, and grants to the Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

### SECTION 3 SECURITY AGREEMENT

3.1 The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the 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.

[SIGNATURE PAGES FOLLOW]

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.

Very truly yours,

GENERAL SYSTEMS  
SOLUTIONS, INC.,

as Grantor

By: 

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ACCEPTED AND AGREED  
as of the date first above written:

AMERICAN CAPITAL FINANCIAL  
SERVICES, INC.,  
as Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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.


Very truly yours,

GENERAL SYSTEMS  
SOLUTIONS, INC.,  
as Grantor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND AGREED  
as of the date first above written:

AMERICAN CAPITAL FINANCIAL  
SERVICES, INC.,  
as Agent

By:  \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACKNOWLEDGMENT OF GRANTOR

STATE OF Rhode Island

) ss.  
COUNTY OF Providence

On this 5<sup>th</sup> day of June, 20\_\_ before me personally appeared William T. Rountree, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of General Systems, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

[Signature]  
Notary Public 9-26-09

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademarks or Service Marks			
Owner	Trademark/Service Mark	Serial Number	Status
General Systems Solutions, Inc.	OLRS <sup>TM</sup>	3,237,029	Issued May 1, 2007
General Systems Solutions	ERTWorks <sup>TM</sup>	N/A	N/A
General Systems Solutions	RTS <sup>TM</sup>	N/A	N/A
General Systems Solutions	RegUSA <sup>SM</sup>	N/A	N/A