

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MTM Technologies, Inc.		11/23/2005	CORPORATION: NEW YORK
MTM Technologies (California), Inc.		11/23/2005	CORPORATION: DELAWARE
MTM Technologies (Texas), Inc.		11/23/2005	CORPORATION: DELAWARE
MTM Technologies (US), Inc.		11/23/2005	CORPORATION: DELAWARE
MTM Technologies (Massachusetts), LLC		11/23/2005	LIMITED LIABILITY COMPANY: DELAWARE
Info Systems, Inc.		11/23/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	COLUMBIA PARTNERS, L.L.C., INVESTMENT MANAGEMENT, as agent and investment manager
Street Address:	5425 Wisconsin Avenue
Internal Address:	Suite 700
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2479202	PIVOT TECHNOLOGIES
Registration Number:	2444052	PIVOT TECHNOLOGIES
Registration Number:	2756707	PIVOT TECHNOLOGIES
Registration Number:	2434901	SYSTEMS MANAGING SYSTEMS
Registration Number:	2721382	DNA NETSENSOR DATAVOX NETWORK ASSURANCE
Registration Number:	2763391	ENTERPRISE SERVICES PARTNER

CORRESPONDENCE DATA

900085558

**TRADEMARK
 REEL: 003610 FRAME: 0349**

CH \$165.00 2479202

Fax Number: (650)849-7400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 6508435381
Email: dsanchezbentz@cooley.com
Correspondent Name: Diana Sanchez Bentz
Address Line 1: Cooley Godward Kronish LLP
Address Line 2: 5 Palo Alto Square, 3000 El Camino Real
Address Line 4: Palo Alto, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER:	305149-104
NAME OF SUBMITTER:	Diana Sanchez Bentz
Signature:	/dsb4232/
Date:	08/28/2007

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of this 23rd day of November, 2005 by and among MTM TECHNOLOGIES, INC., a New York corporation ("MTM"), MTM TECHNOLOGIES (CALIFORNIA), INC., a Delaware corporation ("MTM-CA"), MTM TECHNOLOGIES (TEXAS), INC., a Delaware corporation ("MTM-TX"), MTM TECHNOLOGIES (US), INC., a Delaware corporation ("MTM-US"), MTM TECHNOLOGIES (MASSACHUSETTS), LLC, a Delaware limited liability company ("MTM-MA") and INFO SYSTEMS, INC., a Delaware corporation ("ISI", MTM, MTM-CA, MTM-TX, MTM-US, MTM-MA and ISI are collectively, the "Borrowers" and each a "Borrower"), and COLUMBIA PARTNERS, L.L.C. INVESTMENT MANAGEMENT, as agent and investment manager ("Investment Manager") for the benefit of itself and NATIONAL ELECTRICAL BENEFIT FUND ("Lender").

RECITALS

WHEREAS, Borrowers, Lender and Investment Manager entered into a certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") pursuant to which Lender has agreed to lend to Borrowers up to Twenty-Five Million Dollars (\$25,000,000) to be evidenced by Borrowers' issuance to Lender of certain senior secured promissory notes. As a condition of the loans, Lender required that Borrowers grant to Investment Manager, for the benefit of Lender a security interest in certain copyrights, trademarks and patents to secure the Obligations (as defined in the Credit Agreement).

WHEREAS, pursuant to the terms of the Security Agreement (as defined in the Credit Agreement), Borrowers have granted to Investment Manager a security interest in all of Borrowers' right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Security Agreement).

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 the Obligations, Borrowers hereby jointly and severally represent, warrant, covenant and agree as follows:

AGREEMENT

To secure the Obligations, each Borrower grants and pledges to Investment Manager, as agent for the benefit of Investment Manager and Lender, a security interest in all of such Borrower's right, title and interest in, to and under its Intellectual Property (as defined in the Credit Agreement), including without limitation those copyrights, patents and trademarks listed on Exhibits A, B and C hereto, and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

The security interest granted hereby is in conjunction with the security interest granted to

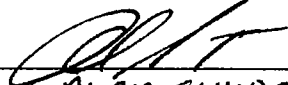
Investment Manager under the Security Agreement. The rights and remedies of Investment Manager and Lender with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents (as defined in the Credit Agreement), and those which are now or hereafter available to Investment Manager and Lender as a matter of law or equity. Each right, power and remedy of Investment Manager and Lender provided for herein or in the Security Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Investment Manager or Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Investment Manager and Lender, of any or all other rights, powers or remedies.

Borrowers represent and warrant that Exhibits A, B, and C attached hereto set forth any and all Intellectual Property rights in connection with which any Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.


This Intellectual Property Security Agreement is subject to the terms of a Subordination Agreement (as defined in the Credit Agreement). Notwithstanding any statement to the contrary contained in this Intellectual Property Security Agreement, no remedies shall be pursued, except in accordance with the terms of the Subordination Agreement. Notwithstanding the incorporation by reference in of the Subordination Agreement, Borrowers acknowledge that no other parties, including any Borrower or any of their successors or assigns, are intended to be benefited, in any way, by the Subordination Agreement.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

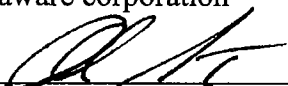
MTM TECHNOLOGIES, INC.,
a New York corporation

By: 
Name: ALAN SCHWARTZ
Title: SVP & CFO

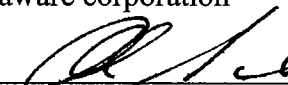
**MTM TECHNOLOGIES
(CALIFORNIA), INC.**
a Delaware corporation

By: 
Name: ALAN SCHWARTZ
Title: SVP & CFO

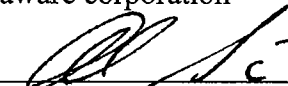
MTM TECHNOLOGIES (TEXAS), INC.,
a Delaware corporation

By: 
Name: ALAN SCHWARTZ
Title: SVP & CFO


MTM TECHNOLOGIES, (US), INC.,
a Delaware corporation

By: 
Name: ALAN SCHWARTZ
Title: SVP & CFO

INFO SYSTEMS, INC.,
a Delaware corporation

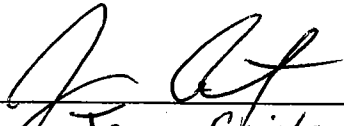
By: 
Name: ALAN SCHWARTZ
Title: SVP & CFO

**MTM TECHNOLOGIES
(MASSACHUSETTS), LLC,**
a Delaware limited liability company

By: 
Name: ALAN SCHWARTZ
Title: SVP & CFO

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

COLUMBIA PARTNERS, L.L.C.
INVESTMENT MANAGEMENT,
as Investment Manager

By: 
Name: Jason Christ
Title: Managing Director

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 003610 FRAME: 0354

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B

PATENTS

None.

EXHIBIT C
TRADEMARKS

<u>Registered Trademarks:</u>	<u>Registration</u>
Pivot Technologies	2,479,202
Pivot Technologies	2,444,052
Pivot Technologies	2,756,707
System Managing Systems	2,434,901
DNA Netsensor Datavox Network Assurance	2,721,382
Enterprise Services Partner	2,763,391