

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Logicworks Corporation		09/19/2007	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Archer Captial Fund, L.P.		
<b>Street Address:</b>	570 Lexington Avenue		
<b>Internal Address:</b>	40th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2728228	LOGICWORKS	
Registration Number:	2712178	LOGICWORKS	
Serial Number:	78876257	FOUNDATION NETWORK SERVICES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)593-9175		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2129800120		
<b>Email:</b>	pto@fkks.com		
<b>Correspondent Name:</b>	Edward H. Rosenthal		
<b>Address Line 1:</b>	488 Madison Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>NAME OF SUBMITTER:</b>	Edward H. Rosenthal		
<b>Signature:</b>	/ehr8022/		

**CH \$90.00 2728228**

Date:

09/19/2007

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

**TRADEMARK SECURITY AGREEMENT** dated as of September 19, 2007 between LOGICWORKS CORPORATION, a New York corporation ("**Grantor**"), and ARCHER CAPITAL FUND, L.P. ("**Grantee**").

### W I T N E S S E T H:

**WHEREAS**, Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto, and is a party to the Trademark licenses listed on **Schedule 1** annexed hereto; and

**WHEREAS**, Grantor, has entered into a Loan and Security Agreement dated as of September \_\_\_\_, 2007 (as the same has been and may be further amended, restated, supplemented or otherwise modified and in effect from time to time, the "**Loan Agreement**"), with Grantee, providing for extensions of credit and other financial accommodations to be made to Grantor by Grantee; and

**WHEREAS**, pursuant to the Loan Agreement, Grantor has granted to Grantee, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined below), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "**Obligations**" (as defined in the Loan Agreement);

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether presently existing or hereafter created or acquired:

(1) each trademark, trade name, corporate name, company name, business name, fictitious business name, trade style, service mark, logo, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, and all research and development relating to the foregoing; (ii) all renewals thereof; (iii) the entire goodwill of the Borrower's business connected with and symbolized by the foregoing or the use thereof; and (iv) all designs and general intangibles of a like nature (collectively, the "**Trademarks**"), including, without limitation, the Trademarks (together with any reissues, continuations or extensions thereof) referred to in **Schedule 1** annexed hereto;

(2) each Trademark registration and Trademark application (excluding any "intent to use" Trademark applications for which a statement of use has not been filed (but only

until such statement is filed)), including, without limitation, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in **Schedule 1** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark registration and Trademark application;

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

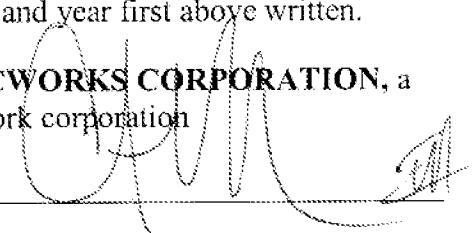
(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in **Schedule 1** and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any inconsistency between the terms of this Trademark Security Agreement and the Loan Agreement, the terms of the Loan Agreement shall be deemed controlling.

**[remainder of page intentionally left blank]**

**IN WITNESS WHEREOF**, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the day and year first above written.

**LOGICWORKS CORPORATION**, a  
New York corporation

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

Acknowledged:

**ARCHER CAPITAL FUND, L.P.**

By: Archer Partners GP, L.L.C.,  
general partner

By: Canton GP Holdings, L.L.C.,  
managing member

By: \_\_\_\_\_  
Name: Eric J. Edidin  
Title: Manager

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the day and year first above written.

LOGICWORKS CORPORATION, a  
New York corporation

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

Acknowledged:

ARCHER CAPITAL FUND, L.P.

By: Archer Partners GP, L.L.C.,  
general partner

By: Canton GP Holdings, L.L.C.,  
managing member

By: \_\_\_\_\_  
Name: Eric J. Edidin  
Title: Manager

U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
Logicworks	2728228	6/17/03
Logicworks	2712178	4/29/03

FOREIGN TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
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U.S. TRADEMARK APPLICATIONS

<u>MARK</u>	<u>SERIAL NO.</u>	<u>DATE</u>
Foundation Network Services	78/876,257	5/4/06

FOREIGN TRADEMARK APPLICATIONS

<u>MARK</u>	<u>SERIAL NO.</u>	<u>DATE</u>
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TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
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