

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Collateral Assignment of Security		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Modular Office Solutions, Inc.		12/05/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	Two Tower Center Boulevard		
City:	East Brunswick		
State/Country:	NEW JERSEY		
Postal Code:	08816		
Entity Type:	Bank:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3042440	INTRASPEC SOLUTIONS	
Registration Number:	2926891	RICOCHET	
CORRESPONDENCE DATA			
Fax Number:	(202)756-9299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8002210770		
Email:	matthew.mayer@thomson.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1133 Avenue of the Americas		
Address Line 2:	Suite 3100		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	CSC # 353203		
NAME OF SUBMITTER:	Matthew Mayer		
Signature:	/Matthew Mayer/		

CH \$65.00 3042440

Date:

12/17/2007

Total Attachments: 6

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TRADEMARK COLLATERAL ASSIGNMENT OF SECURITY

WHEREAS, Modular Office Solutions, Inc. a corporation formed under the laws of the State of Delaware, located at 11701 Sixth Street, Rancho Cucamonga, CA 91730 ("Borrower"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to PNC Bank, National Association ("PNC") and various other financial institutions (collectively, "Lenders") and PNC as agent for Lenders ("Agent") pursuant to (i) a certain Revolving Credit, Term Loan and Security Agreement, dated the date hereof, among Agent, Lenders, Borrower and certain affiliates of Borrower and (ii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by Borrower in favor of Agent (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby collaterally assign unto Agent for its benefit and for the ratable benefit of Lenders and grant to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

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Borrower expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: December 5, 2007

Witness:

[Signature]

MODULAR OFFICE SOLUTIONS, INC.

By: [Signature]
Name: Daniel G. Coelho
Its: Chief Executive Officer

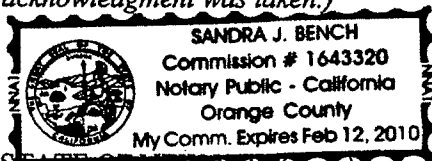
Witness:

PNC BANK, NATIONAL ASSOCIATION, as Agent

By: _____
Name:
Its:

State of California)
City of ANAHEIM) SS
County of Orange)

On the 05th day of NOVEMBER in the year 2007, before me, the undersigned, personally appeared Daniel G. Coelho, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their capacity(ies), that by his/~~her~~/their signature(s) on the instrument, the individual(s), or the entity upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the CITY OF ANAHEIM, CA.
(Insert the city or other political subdivision and the state or country or other place the acknowledgment was taken.)



[Signature]
Notary Public

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

On this ___ day of _____, 2007, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that s/he is the _____ of PNC Bank, National Association, the [] described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation.

Notary Public

Borrower expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: December 5, 2007

Witness:

MODULAR OFFICE SOLUTIONS, INC.

By: _____

Name: Daniel G. Coelho
Its: Chief Executive Officer

Witness:

PNC BANK, NATIONAL ASSOCIATION, as Agent

By: _____

Name: Michael E. Picaro
Its: Senior Vice President

Carol Coelho

State of California)
City of _____) SS
County of Orange)

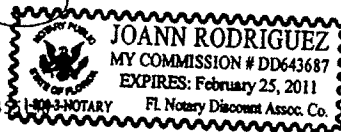
On the _____ day of _____ in the year 2007, before me, the undersigned, personally appeared Daniel G. Coelho, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s), or the entity upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the _____.
(Insert the city or other political subdivision and the state or country or other place the acknowledgment was taken.)

Notary Public

Florida
STATE OF ~~NEW YORK~~)
Orange : ss.:
COUNTY OF ~~NEW YORK~~)

On this 3rd day of December, 2007, before me personally came Michael E. Picaro to me known, who, being by me duly sworn, did depose and say that s/he is the Senior Vice President of PNC Bank, National Association, the [_____] described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation.

Joann Rodriguez
Notary Public



SCHEDULE A

Schedule A to the Trademark and Assignment of Security dated December 5, 2007, by and between MODULAR OFFICE SOLUTIONS, INC., and PNC Bank, National Association, as Agent.

REGISTRATION No.	REGISTRATION DATE	MARK
1. 3042440	January 10, 2006	Trademark/Service Mark: "Intraspec Solutions" ¹
2. 2926891	February 15, 2005	Trademark: "Ricochet"

1. There is currently an agreement in place with respect to the use of the Intraspec Solutions mark. The agreement allows for Intraspec Solutions, LLC (Modular Office Solutions, Inc.) to continue to use the mark until March 31, 2008. On or before March 31, 2008, the agreement requires that Modular will discontinue the use of this mark and file an Express Abandonment of the registration.

SPECIAL POWER OF ATTORNEY

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE) ss:

KNOW ALL MEN BY THESE PRESENTS, that Modular Office Solutions, Inc., a corporation formed under the laws of Delaware, with its principal office at 11701 Sixth Street, Rancho Cucamonga, CA 91730 ("Borrower"), pursuant to a Trademark Collateral Security Agreement (as amended, modified, restated or supplemented from time to time, the "Agreement"), hereby appoints and constitutes PNC Bank, National Association, with offices at One Piedmont Row Drive, Suite 300, Charlotte, NC 28210 (the "Agent"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Borrower:

1. Assigning, selling or otherwise disposing of all right, title and interest of Borrower in and to the Trademarks listed on Schedule A of the Agreement, the trademarks which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and executing and delivering any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

2. Executing any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Agent may in its sole discretion determine.

This power of attorney is made pursuant to the Agreement and may not be revoked until the payment in full of all Obligations (as defined in the Agreement) and the irrevocable termination of the Agreement.

Dated: December 5, 2007

MODULAR OFFICE SOLUTIONS, INC.

By: [Handwritten Signature]

Name: Daniel G. Coelho
Title: CEO

State of California)
City of ANAHEIM) SS
County of Orange)

On the 27th day of NOVEMBER in the year 2007, before me, the undersigned, personally appeared DANIEL G. COELHO personally known to me or proved to me ~~on the basis of satisfactory evidence~~ to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ capacity(ies), that by his/~~her/their~~ signature(s) on the instrument, the individual(s), or the entity upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the CITY OF ANAHEIM, CA.
(Insert the city or other political subdivision and the state or country or other place the acknowledgment was taken.)


Notary Public

