

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
ITRADENETWORK, INC.		12/17/2007	CORPORATION: DELAWARE
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: 2			
Property Type	Number	Word Mark	
Registration Number:	3112513	EFS NETWORK	
Serial Number:	77309059	ITRADENETWORK	
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 Hymahn		
Signature:	/Brett Hyman/		

OP \$65.00 3112513

Date:

01/09/2008

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 17, 2007, is entered into by and between ITRADENETWORK, INC., a Delaware corporation (the "Grantor"), and AMERICAN CAPITAL FINANCIAL SERVICES, INC. (the "Assignee"), as Agent pursuant to that certain Guarantee and Collateral Agreement, dated as of December 17, 2007, among Assignee, ITN Holdings, LLC, ITN Acquisition Sub, Inc., iTradeNetwork, Inc., as successor by merger to ITN Acquisition Sub, Inc., and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), and pursuant to that certain Second Lien Credit Agreement, dated as of December 17, 2007, among ITN HOLDINGS, LLC, a Delaware limited liability company, ITN ACQUISITION SUB, INC., a Delaware corporation, ITRADENETWORK, INC., a Delaware corporation, as successor by merger to ITN Acquisition Sub, Inc., and certain Lenders and agents party thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted in favor of Assignee a security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security granted by Grantor to Assignee pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to Assignee a security interest in all of Grantor's right, title and interest in, to and under any Trademarks owned by Grantor, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's Obligations. For the purposes of this Agreement, "Trademarks" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and (ii) the right to obtain all renewals thereof; provided however, "Trademarks" shall not include any United States intent-to-use trademark or service mark applications.

(b) Schedule A hereto contains a true and accurate list of all United States applications and registrations for Trademarks owned by Grantor.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. The rights and remedies of the Assignee with respect to the security interest granted hereby are in addition to those set forth in the Guarantee and Collateral Agreement (which is deemed incorporated by reference herein) and those which are now or hereafter available to the Assignee as a matter of law or equity. The exercise by the Assignee of any one or more of the rights, powers or privileges provided for in this Agreement, in the Guarantee and Collateral Agreement, or now or hereafter existing at law or in equity shall not preclude any other or further exercise by any person, including the Assignee, of any or all other rights, powers or privileges. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. Notwithstanding the foregoing, Grantor authorizes the Assignee, upon notice to Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademark owned or subsequently acquired by Grantor (and Assignee will notify Grantor of such addition) or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest. Grantor agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any owned or subsequently acquired right, title or interest in any Trademark to the security interests created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MARYLAND.

4. Counterparts

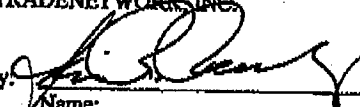
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

ITRADENETWORK, INC.

By: 
Name:
Title:

ASSIGNEE:

AMERICAN CAPITAL FINANCIAL
SERVICES, INC.,
as Administrative Agent

By: _____
Name:
Title:

[Signature Page to 2nd Lien Trademark Security Agreement]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

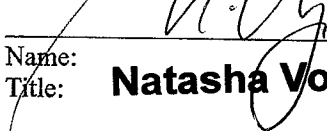
GRANTOR:

ITRADENETWORK, INC.

By: _____
Name:
Title:

ASSIGNEE:

AMERICAN CAPITAL FINANCIAL
SERVICES, INC.,
as Administrative Agent

By:  _____
Name: **Natasha Volyanskaya**
Title: **Principal**

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks:

Trademark	Jurisdiction	Registration Number	Registration Date
Servicemark for EFS NETWORK	United States	3,112,513	7/4/06

Trademark Applications:

Trademark	Jurisdiction	Application Number	Application Date
Certification Mark* for iTradeNetwork logo	United States	77/309,059	10/19/07

*Grantor has applied for registration of this mark as a certification mark, which application is pending. Grantor makes no representation or warranty that its, or others', use of this mark will meet the requirements of a certification mark. Grantor may determine to abandon this application.