

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
Client Network Services, Inc.		12/19/2007	CORPORATION: MARYLAND
CNSI International, Inc.		12/19/2007	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	8300 Greensboro Drive, Mezz Level		
City:	McLean		
State/Country:	VIRGINIA		
Postal Code:	22102		
Entity Type:	Bank (National Association):		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2913013	ECAMS	
Registration Number:	3115171	RULEIT	
Registration Number:	2718408	AS ONE	
CORRESPONDENCE DATA			
Fax Number:	(704)373-8839		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	704-373-8065		
Email:	rlucas@mcguirewoods.com		
Correspondent Name:	Gina M. Lucas		
Address Line 1:	100 N. Tryon Street, Suite 2900		
Address Line 2:	c/o McGuireWoods LLP		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
NAME OF SUBMITTER:	Gina M. Lucas		
Signature:	gina/m/lucas		

OP \$90.00 2913013

Date:

01/24/2008

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 19, 2007 (this "Agreement"), among each of the undersigned (each a "Grantor") and **BANK OF AMERICA, N.A.**, as administrative agent and collateral agent (in such capacity, the "Administrative Agent") for the Secured Parties (such term and the other capitalized terms used in this Agreement without definition have the respective meanings assigned thereto in the Pledge and Security Agreement referred to below).

RECITALS

WHEREAS, pursuant to a Pledge and Security Agreement dated as of December 19, 2007 (as such agreement may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), among Client Network Services, Inc., a Maryland corporation (the "Parent"), certain Subsidiaries of the Parent party thereto and the Administrative Agent and in order to obtain the benefits referred to therein, each Grantor has granted to the Administrative Agent a security interest in substantially all of such Grantor's property, including, without limitation, the Collateral referred to in Section 1 below; and

WHEREAS, pursuant to the Pledge and Security Agreement, each Grantor has agreed to execute this Agreement in respect of its Collateral for recording with the U.S. Patent and Trademark Office and the United States Copyright Office and any other office in which a security interest in the Collateral may be recorded under the laws of any other applicable jurisdiction;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, each Grantor and the Administrative Agent agree as follows:

1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "Collateral"):

(a) the United States, international, and foreign patents, patent applications and patent licenses set forth in Schedule A hereto opposite the name of such Grantor, as Schedule A may be supplemented from time to time by supplements to the Pledge and Security Agreement and this Agreement which may be executed and delivered by such Grantor to the Administrative Agent from time to time, together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "Patents");

(b) the United States and foreign trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto opposite the name of such Grantor, as Schedule B may be supplemented from time to time by supplements to the Pledge and Security Agreement and this Agreement which may be executed and delivered by such Grantor to the Administrative Agent from time to time (the "Trademarks");

(c) the United States and foreign copyright registrations and applications and copyright licenses set forth in Schedule C hereto opposite the name of such Grantor, as Schedule C may be supplemented from time to time by supplements to the Pledge and Security Agreement and this

Agreement which may be executed and delivered by such Grantor to the Administrative Agent from time to time (the "Copyrights");

(d) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(e) any and all Proceeds of the foregoing.

2. **Security for Obligations.** The pledge and collateral assignment of, and the grant of a security interest in, the Collateral by each Grantor under this Agreement secures the payment of all Obligations (as defined in the Pledge and Security Agreement) of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

3. **Recordation.** Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

4. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

5. **Grants, Rights and Remedies.** This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

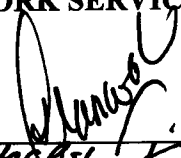
6. **Governing Law.** **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

[Signature page follows.]

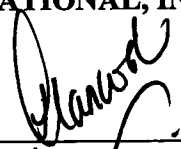
IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

GRANTOR(S):

CLIENT NETWORK SERVICES, INC.

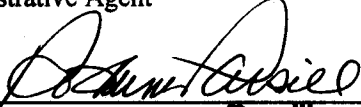
By: 
Name: *IN DER P. KARWAL*
Title: *SECRETARY & CFO*

CNSI INTERNATIONAL, INC.

By: 
Name: *IN DER P. KARWAL*
Title: *SECRETARY*

ADMINISTRATIVE AGENT:

**BANK OF AMERICA, N.A.,
as Administrative Agent**

By: 
Name: **Rosanne Parsill**
Title: **Assistant Vice President**

Intellectual Property Security Agreement
Signature Page

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TRADEMARK
REEL: 003702 FRAME: 0981

Schedule A

PATENTS

None

TRADEMARK

REEL: 003702 FRAME: 0982

Schedule B

TRADEMARKS

OWNED TRADEMARK/TRADE NAMES

U.S. Trademark Registrations

<u>Grantor</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
<u>Client Network Services, Inc.</u>	<u>eCAMS</u>	<u>12/21/2004</u>	<u>2913013</u>
<u>Client Network Services, Inc.</u>	<u>RuleIT</u>	<u>7/11/2006</u>	<u>3115171</u>
<u>Client Network Services, Inc.</u>	<u>As-One</u>	<u>5/27/2003</u>	<u>2718408</u>

Schedule C
COPYRIGHTS

None