

**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>
Meridian Knowledge Solutions, LLC		03/04/2008	LIMITED LIABILITY COMPANY:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Madison Capital Funding LLC, as Agent		
<b>Street Address:</b>	30 South Wacker Drive		
<b>Internal Address:</b>	Suite 3700		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77020759	VISIONARY INTEGRATION PROFESSIONALS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)863-7807		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-863-7233		
<b>Email:</b>	rena.kollias@goldbergekohn.com		
<b>Correspondent Name:</b>	rena kollias		
<b>Address Line 1:</b>	55 East Monroe		
<b>Address Line 2:</b>	Suite 3300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	4975.145		
<b>NAME OF SUBMITTER:</b>	Rena Kollias		
<b>Signature:</b>	/renakollias/		

OP \$40.00 77020759

Date:

03/05/2008

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 4, 2008, by MERIDIAN KNOWLEDGE SOLUTIONS, LLC, a Virginia limited liability company ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent for Lenders ("Agent").

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

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, Agent and the Lenders party thereto from time to time (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to issue Letters of Credit for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement");

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks (as such term is defined in the Collateral Agreement) and Trademark Licenses (as such term is defined in the Collateral Agreement) to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

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

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**MERIDIAN KNOWLEDGE SOLUTIONS, LLC, a  
Virginia limited liability company**

By: Visionary Integration Professionals, LLC, a  
Delaware limited liability company, its Manager

By *Janna Ward*  
Name JANNA WARD  
Title CEO

ACCEPTED AND ACKNOWLEDGED BY:

**MADISON CAPITAL FUNDING LLC, as  
Agent**

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

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**MERIDIAN KNOWLEDGE SOLUTIONS, LLC, a  
Virginia limited liability company**

By: Visionary Integration Professionals, LLC, a  
Delaware limited liability company, its Manager

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

ACCEPTED AND ACKNOWLEDGED BY:

**MADISON CAPITAL FUNDING LLC, as  
Agent**

By James C. Powell  
Name James C. Powell  
Title Senior Vice President

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

<b>Grantor/Owner</b>	<b>Trademark</b>	<b>Date of Registration</b>	<b>Trademark Registration Number</b>	<b>Date of Application</b>	<b>Serial Number</b>
Visionary Integration Professionals, LLC	The Matrix Methodology	2/11/2003	2687665	1/4/2002	78-100921

**TRADEMARK APPLICATIONS**

<b>Grantor/Owner</b>	<b>Trademark</b>	<b>Date of Application</b>	<b>Serial Number</b>
Visionary Integration Professionals, LLC	Visionary Integration Professionals	10/13/2006	77-020759

**TRADEMARK LICENSES**

None