

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<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>
Investment Support Systems, Inc.		05/23/2008	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Elie R. Zabal		
<b>Street Address:</b>	845 Circle Avenue		
<b>City:</b>	Franklin Lakes		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07417		
<b>Entity Type:</b>	INDIVIDUAL:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	77339194	FUTRAK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(973)535-9217		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	9735350500		
<b>Email:</b>	nhumphreys@connellfoley.com		
<b>Correspondent Name:</b>	Noel D. Humphreys		
<b>Address Line 1:</b>	85 Livingston Avenue		
<b>Address Line 4:</b>	Roseland, NEW JERSEY 07068		
<b>NAME OF SUBMITTER:</b>	Noel D. Humphreys		
<b>Signature:</b>	/Noel D. Humphreys/		
<b>Date:</b>	05/27/2008		

OP \$40.00 77339194

Total Attachments: 10  
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## SECURITY AGREEMENT

This Security Agreement is made this \_\_\_\_ day of May, 2008, between Investment Support Systems, Inc., a Delaware corporation ("Guarantor"), Elie Zabal, Post-Closing Seller's Representative, as Agent for Sellers (collectively, "Secured Party"), and Triple Point Technology, Inc., a Delaware corporation ("Triple Point").

### Recitals.

A. Guarantor, Secured Party and Triple Point are parties to that certain Stock Purchase Agreement, dated the date hereof (the "Purchase Agreement"), pursuant to which, among other things, Triple Point has purchased all the shares of common stock of Guarantor as described in the Purchase Agreement.

B. This Security Agreement secures Guarantor's obligations under that certain Guaranty, dated the date hereof (the "Guaranty"), of Triple Point's obligations under a Promissory Note (the "Note"), dated the date hereof, executed and delivered by Triple Point in favor of Secured Party in connection with the Purchase Agreement (the Guaranty, Note and this Security Agreement being referred to collectively as the "Loan Documents").

C. Each of the Sellers has designated Elie Zabal, post-closing Seller's Representative, as agent for such Sellers ("Agent") to act as specified with respect to matters after the Closing as set forth more fully in the Agency Appointment Agreement by and among the Sellers dated the date hereof including with respect to matters relating to this Security Agreement.

### Agreement:

#### 1. DEFINITIONS.

(a) Collateral. The "Collateral" shall consist of all of the assets of Guarantor, wherever located, now owned and hereafter created and acquired, including without limitation all of Guarantor's interests in the types of property designated below:

- (i) Goods;
- (ii) Furniture;
- (iii) Accounts;
- (iv) Chattel paper;
- (v) Inventory;
- (vi) Equipment;
- (vii) Instruments (negotiable and non-negotiable);
- (viii) Documents;
- (ix) Deposit accounts;
- (x) General intangibles, including contract rights and any trademark, service mark, collective mark, certification mark, or other distinctive mark, or other property, that may be entitled to trademark protection under any law owned or held of record by Guarantor and all of the goodwill of the business connected with the use of, or symbolized by, each trademark

In each case as such type of property is defined in the Uniform Commercial Code as in effect from time to time in the State of New York, together with (a) all documents of title, policies or certificates of insurance, insurance proceeds, proceeds of condemnation or other seizure, securities, chattel paper and other documents and instruments evidencing or pertaining to any such Collateral, (b) all claims of Guarantor against third parties for loss or damage to, or otherwise relating to, any such Collateral, (c) all files, correspondence, customer lists, computer programs, tapes, discs and related data processing software which identifies any such Collateral or any account debtor or the amount owed by same, or that would otherwise be necessary or helpful in the realization on any of the Collateral, (d) all money, instruments, securities, documents and other property of Guarantor at any

time held by or in transit to Secured Party from or for Guarantor for any purpose, and (e) any accession or addition to, replacement or substitution for, or proceeds or product of, any of the foregoing.

(b) Obligations. This Security Agreement secures the following ("Obligations"):

- (i) Guarantor's obligations under the Guaranty including the full and punctual payment of any and all amounts due under the Note and any modifications and amendments thereto, including without limitation unpaid principal, plus all accrued and unpaid interest thereon, together with all fees (including attorneys' fees), expenses, charges, penalties and other amounts owing by or chargeable to Triple Point under the Note, as and when the same shall become due and payable, whether at maturity, by acceleration or otherwise;
- (ii) Guarantor's obligations under this Security Agreement;
- (iii) all amounts owed under any modifications, renewals or extensions of any of the foregoing Obligations; and
- (iv) any of the foregoing that arises after the filing of a petition by or against Guarantor under the Bankruptcy Code, even if the obligations do not accrue because of the automatic stay under Bankruptcy Code § 362 or otherwise.

(c) Closing. Closing shall mean the closing date under the Purchase Agreement.

(d) UCC. Any term used in the Uniform Commercial Code as in effect from time to time in the State of New York ("UCC") and not defined in this Security Agreement has the meaning given to the term in the UCC.

## 2. GRANT OF SECURITY INTEREST.

Guarantor hereby pledges, transfers, assigns and grants a security interest in all of the Collateral to Secured Party to secure Guarantor's guaranty of Triple Point's due and punctual payment and performance of the Obligations. The security interest granted hereunder is subject to the prior and senior rights of Triple Point's senior lender as set forth in the subordination agreement of even date herewith.

## 3. PERFECTION OF SECURITY INTERESTS.

Guarantor authorizes Secured Party to file with the appropriate jurisdictions a financing statement(s) of other documents (the "Financing Statement") describing the Collateral and necessary to perfect Secured Party's security interest in the Collateral.

## 4. POST-CLOSING COVENANTS AND RIGHTS CONCERNING COLLATERAL.

(a) Inspection. The Secured Party may inspect any Collateral at any time upon reasonable notice.

(b) Personal Property. The Collateral shall remain personal property at all times. Guarantor shall not affix any of the Collateral to any real property in any manner which would change its nature from that of personal property to real property or to a fixture.

(c) Limitation on Obligations Concerning Maintenance of Collateral:

- (i) Guarantor has the risk of loss of the Collateral.

- (ii) Secured Party has no duty to collect any income accruing on the Collateral or to preserve any rights relating to the Collateral.

(d) No Disposition of Collateral. Other than in the ordinary course of Guarantor's business, Secured Party does not authorize, and Guarantor agrees not to:

- (i) make any sales or leases of any of the Collateral,
- (ii) license any of the Collateral, or
- (iii) grant any other security interest in any of the Collateral [(other than to Triple Point's senior lender)].

#### 5. GUARANTOR'S REPRESENTATIONS AND WARRANTIES.

Guarantor warrants and represents the following to Secured Party provided that the Secured Party agrees and acknowledges that Guarantor is relying on the representations and warranties contained in the SPA to make any representation and warranty regarding the assets and operations of Guarantor prior to the date hereof:

(a) Guarantor has the right in and the power, subject to the terms and conditions of this Agreement, to transfer the Collateral and its title to the Collateral is free of all adverse claims, liens, security interests, assignment, pledge and restrictions on transfer or pledge except as created by this Security Agreement.

(b) All Collateral consisting of goods is located in the State of New Jersey.

(c) None of the Collateral will be used for personal, family, household or farming purposes.

(d) Guarantor's chief executive office is located in the State of New Jersey, and Guarantor is organized under the laws of the State of Delaware.

#### 6. POWERS OF ATTORNEY.

(a) Powers. Upon the occurrence and during the continuance of an Event of Default, Guarantor hereby constitutes and appoints Secured Party (and any employee or agent of Secured Party, with full power of substitution) its true and lawful attorney and agent in fact to take any or all of the following actions in Secured Party's or Guarantor's name and at Guarantor's expense: (a) to execute and file financing statements and other documents and take such other actions as Secured Party deems necessary in order to create, perfect or continue the security interests provided for by this Security Agreement; (b) to take any and all action that Secured Party deems necessary to preserve its interests in the Collateral, including without limitation the payment of debts of Guarantor, the purchase of insurance on Collateral, the repair or safeguarding of Collateral, or the payment of taxes, assessments or other liens thereon, and all sums so expended shall be added to the Obligations, shall be secured by the Collateral, and shall be payable on demand, notwithstanding the limitation on Secured Party's obligations described in Section 4(c) above; (c) to execute proofs of claim in its own name or Guarantor's under insurance policies relating to Collateral, to compromise claims thereunder, and to apply any insurance proceeds to the replacement or repair of Collateral or, at Secured Party's option, to payment of any of the Obligations, whether or not due, in such order as Secured Party elects, and (d) (i) to demand, sue for, collect, endorse and give receipts for any money, instruments or property payable or receivable on account of or in exchange for any of the Collateral, or make any compromises it deems necessary or proper, including without limitation extending the time of payment, permitting payment in installments, or otherwise modifying the terms or rights relating to any of the Collateral, all of which may be effected without notice to or consent by Guarantor and without otherwise discharging or affecting the Obligations, the Collateral or the security interests granted under this Security Agreement, (ii) to notify the account debtors on any accounts assigned under this Security Agreement to make payment directly to Secured Party, and to endorse all items of payment received by Secured Party that are

payable to Guarantor, and (iii) to notify the postal authorities to deliver all mail and other material addressed to Guarantor to Secured Party and to open and deal with same as it deems necessary or proper.

(b) Irrevocability; Secured Party's Discretion. Guarantor covenants and agrees that (a) the powers of attorney granted by Section 6(a) are coupled with an interest and shall be irrevocable until full and final payment and performance of all the Obligations, (b) said powers are granted solely for the protection of Secured Party's interest and Secured Party shall have no duty to exercise any of such powers, (c) the decision whether to exercise any such powers and the manner of exercise shall be solely within Secured Party's discretion, and (d) neither Secured Party nor any of its directors, officers, employees or agents shall be liable for any act of omission or commission, or for any mistake or error of judgment, in connection with any such powers.

#### 7. EVENTS OF DEFAULT.

The occurrence of any of the following shall, at the option of Secured Party, be an "Event of Default":

(a) Any default by Triple Point under the Note or any of the other Obligations taking into account all applicable grace periods;

(b) Guarantor's failure to comply with any of the provisions of, or the incorrectness of any representation or warranty contained in this Security Agreement (within twenty days of written notice thereof) or in any of the other Obligations taking into account any applicable grace periods;

(c) Attachment, execution or levy on any of the Collateral to collect one or more judgments exceeding \$50,000 in the aggregate;

(d) Guarantor or Triple Point voluntarily or involuntarily becoming subject to any proceeding under (i) the Bankruptcy Code or (ii) any similar remedy under state statutory or common law and, in the case of such involuntary proceeding, fails to have such proceeding dismissed within sixty days;

(e) Guarantor shall fail to comply with, or become subject to, any administrative or judicial proceeding under any federal, state or local (i) hazardous waste or environmental law, (ii) asset forfeiture or similar law which can result in the forfeiture of property, or (iii) other law, where noncompliance may have any significant adverse effect on the Collateral; or

(f) Assignment by Triple Point or Guarantor for the benefit of creditors, the appointment of a receiver or trustee with respect to its assets or the admission by Triple Point or Guarantor in writing of its inability to pay its debts as they become due.

#### 8. DEFAULT COSTS.

Should an Event of Default occur, Guarantor will pay to Secured Party all costs reasonably incurred by the Secured Party for the purpose of enforcing its rights hereunder, including:

(a) costs of foreclosure;

(b) costs of obtaining money damages; and

(c) a reasonable fee for the services of attorneys employed by Secured Party for any purpose related to this Security Agreement or the Obligations, including consultation, drafting documents, sending notices or instituting, prosecuting or defending litigation or arbitration.

9. **REMEDIES UPON DEFAULT.**

(a) Upon the occurrence of any Event of Default, Secured Party may pursue any remedy available at law (including those available under the provisions of the UCC), or in equity to collect, enforce or satisfy any Obligations then owing, whether by acceleration or otherwise.

(b) In addition to the remedies set forth in Section 9(a), upon the occurrence of any Event of Default, Secured Party shall have the right to pursue any of the following remedies separately, successively or simultaneously:

- (i) File suit and obtain judgment and, in conjunction with any action, Secured Party may seek any ancillary remedies provided by law, including levy of attachment and garnishment.
- (ii) Take possession of any Collateral if not already in its possession without demand. Upon Secured Party's demand, Guarantor will assemble and make the Collateral available to Secured Party as it directs. Guarantor grants to Secured Party the right, for this purpose, to enter into or on any premises where Collateral may be located.
- (iii) With or without taking possession, sell, lease or otherwise dispose of the Collateral at public or private sale in accordance with the UCC.

10. **FORECLOSURE PROCEDURES.**

(a) No delay or omission by Secured Party to exercise any right or remedy accruing upon any Event of Default shall: (i) impair any right or remedy, (ii) waive any default or operate as an acquiescence to the Event of Default, or (iii) affect any subsequent default of the same or of a different nature.

(b) Secured Party shall give Guarantor such notice of any public or private sale as may be required by the UCC.

(c) Secured Party has no obligation to clean up or otherwise prepare the Collateral for sale.

(d) Secured Party has no obligation to attempt to satisfy the Obligations by collecting them from any other person liable for them and Secured Party may release, modify, or waive any collateral provided by any other person to secure any of the Obligations, all without affecting Secured Party's rights against Guarantor. Guarantor waives any right it may have to require Secured Party to pursue any third person for any of the Obligations.

(e) Secured Party may comply with any applicable state or federal law requirements in connection with the disposition of the Collateral and compliance will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral.

(f) Secured Party may sell the Collateral without giving any warranties as to the Collateral. Secured Party may specifically disclaim any warranties of title or the like. This procedure will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral.

(g) If Secured Party sells any of the Collateral upon credit, Guarantor will be credited only with payments actually made by the purchaser, received by Secured Party and applied to the indebtedness of the purchaser. In the event the purchaser fails to pay for the Collateral, Secured Party may resell the Collateral and Guarantor shall be credited with the proceeds of the sale.

(h) If Secured Party purchases any of the Collateral being sold, Secured Party may pay for the Collateral by crediting some or all of the Obligations of the Guarantor.

(i) Secured Party has no obligation to marshal any assets in favor of Guarantor, or against or in payment of:

- (i) the Note;
- (ii) any of the other Obligations; or
- (iii) any other obligation owed to Secured Party by Guarantor or any other person, including Guarantor.

11. **MISCELLANEOUS.**

(a) This Security Agreement shall bind and shall inure to the benefit of the heirs, legatees, executors, administrators, successor and assigns of Secured Party and shall bind all persons who become bound as a Guarantor to this Security Agreement.

(b) Secured Party does not consent to any assignment by Guarantor except as expressly provided in this Security Agreement.

(c) Should any provision of this Security Agreement be found to be void, invalid or unenforceable by a court or panel of arbitrators of competent jurisdiction, that finding shall only affect the provisions found to be void, invalid or unenforceable and shall not affect the remaining provisions of this Security Agreement.

(d) Any notices required by this Security Agreement shall be deemed to be delivered when a record has been (i) deposited in any United States postal box if postage is prepaid, and the notice is properly addressed to the intended recipient, (ii) delivered by a reputable overnight courier and (iv) personally delivered.

(e) This Security Agreement shall be construed and enforced in accordance with the laws of the State of New York except to the extent that the UCC provides for the application of the law of another state.

(f) Integrations and Modifications.

- (i) This Security Agreement, the other Loan Documents together with the Purchase Agreement and the Closing Documents as defined in the Purchase Agreement comprise the entire agreement of the Guarantor, Triple Point and Secured Party concerning its subject matter.
- (ii) Any modification, extension or supplement to this Security Agreement must be made in writing and signed by the party adversely affected.

(g) Any party to this Security Agreement may waive enforcement of any provision to the extent the provision is for its benefit. Notwithstanding the foregoing, Secured Party shall not be deemed to have modified or waived any of its rights or remedies hereunder unless such modification or waiver is in writing and signed by Secured Party, and then only to the extent specifically set forth therein. A waiver in one event shall not be construed as continuing or as a waiver of or bar to such right or remedy on a subsequent event. After any acceleration of, or the entry of any judgment on, this Security Agreement, the acceptance by Secured Party of any payments or surrender of Collateral to Secured Party by or on behalf of Triple Point or Guarantor on account of the Obligations, shall not cure or be deemed to cure any Event of Default or reinstate or be deemed to reinstate the terms of this Security Agreement absent an express writing duly executed by Secured Party.

(h) Guarantor agrees to execute any further documents, and to take any further actions, reasonably requested by Secured Party to evidence or perfect the security interest granted herein, to maintain the security interest or to effectuate the rights granted to Secured Party herein.



(i) **Remedies Cumulative.** The rights and remedies of Secured Party as provided herein and in any other Loan Document shall be cumulative and concurrent, may be pursued separately, successively or together against the undersigned, the Collateral or any other collateral security for payment of amounts due hereunder, or any guarantor thereof, at the sole discretion of Secured Party, may be exercised as often as occasion therefor shall arise, and shall be in addition to any other rights or remedies conferred upon Secured Party at law or in equity. The failure, at any one or more times, of Secured Party to exercise any such right or remedy shall in no event be construed as a waiver or release thereof. Secured Party shall have the right to take any action it deems appropriate without the necessity of resorting to any collateral secured by this Security Agreement.

(j) **Attorneys' Fees and Expenses.** In an action to enforce one's rights hereunder, the reasonable fees and expenses of the prevailing party shall be borne by the non prevailing party..

(k) **Waiver of Jury Trial.** GUARANTOR, TRIPLE POINT AND SECURED PARTY AGREE THAT ANY SUIT, ACTION OR PROCEEDING, WHETHER CLAIM OR COUNTERCLAIM, BROUGHT BY ANY PARTY, ON OR WITH RESPECT TO THIS SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE DEALINGS OF THE PARTIES WITH RESPECT HERETO OR THERETO, SHALL BE TRIED ONLY BY A COURT AND NOT BY A JURY. GUARANTOR, TRIPLE POINT AND SECURED PARTY EACH HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND INTELLIGENTLY, AND WITH THE ADVICE OF THEIR RESPECTIVE COUNSEL, WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING. FURTHER, GUARANTOR, SECURED PARTY AND TRIPLE POINT WAIVE ANY RIGHT THEY MAY HAVE TO CLAIM OR RECOVER, IN ANY SUCH SUIT, ACTION OR PROCEEDING, ANY SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. GUARANTOR AND TRIPLE POINT ACKNOWLEDGE AND AGREE THAT THIS SECTION IS A SPECIFIC AND MATERIAL ASPECT OF THIS NOTE AND THAT SECURED PARTY WOULD NOT EXTEND CREDIT TO TRIPLE POINT WITH RESPECT TO THE NOTE IF THE WAIVERS SET FORTH IN THIS SECTION WERE NOT A PART OF THIS SECURITY AGREEMENT.

12. **TERMINATION.** Upon the payment and the performance of the Obligations in full, this Security Agreement shall terminate and the Secured Party shall deliver any release of the security interest created under this Security Agreement that the Guarantor may reasonably request. Notwithstanding the foregoing, Secured Party hereby authorizes Guarantor to file a UCC-3 or its equivalent to evidence release of the lien immediately upon such payment and performance in full.

[Signature page to follow]

The parties have signed this Security Agreement as of the day and year first above written.

GUARANTOR:

INVESTMENT SUPPORT SYSTEMS, INC.


By:   
Title: President

SECURED PARTY:

SELLERS

Elie Zabal, Agent for Sellers

TRIPLE POINT TECHNOLOGY, INC.

By:   
Title: President

The parties have signed this Security Agreement as of the day and year first above written.

GUARANTOR:

INVESTMENT SUPPORT SYSTEMS, INC.

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

SECURED PARTY:

SELLERS

  
\_\_\_\_\_  
Elie Zabal, Agent for Sellers

TRIPLE POINT TECHNOLOGY, INC.

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

ATTACHMENT To SECURITY AGREEMENT  
INVESTMENT SUPPORT SYSTEMS, INC., DEBTOR

Trademark

FUTRAK US Trademark S/N 77339194

Patents

Title	Application Number	Date
Hedge Accounting Method and System (U.S.)	20070061234	3/15/2007
Hedge Accounting Method and System (WIPO)	PCT/US2006/034451	8/31/2006

Copyright

Title	Copyright Number	Date
FUTRAK bas operating system reference manual.	TX0002686396	1989
FUTRAK advanced currency trading system (F A C TS) : reference manual	TX0002512564	1989
FUTRAK advanced currency trading system (FACTS) source code.	TX0002512771	1989
FUTRAK caps, floors, and collars reference manual : FUTRAK 6.0, manual version 1.0.	TX0002886709	1990
FUTRAK : data extract utility reference manual.	TX0002886362	1990
FUTRAK foreign currency management : FUTRAK 6.0, manual version 1.0.	TX0002886708	1990
Futrak graphics (source code)	TX0001571437	1985
FUTRAK graphics users manual : version 3.0	TX0001595677	1985
Futrak (source code)	TX0001384350	1983
FUTRAK swaps reference manual.	TX0002886296	1990
Futrak : version 2.1 (source code)	TX0001917769	1986
Futrak, version 2.2 (source code)	TX0002099966	1987
Futures and options brokerage system (FOBS) : source code.	TX0002566394	1989
Futures trading system, version I : user manual.	TXu000125793	1983
Futrak interest rate and currency swaps-user's guide. [NOTE: the owner name is misspelled as Investmant Support Systems, Inc. on the copyright database but spelled correctly on the Certificate of Copyright Registration]	TX0002243238	1988