

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Domin-8 Enterprise Solutions, LLC		04/28/2008	LIMITED LIABILITY COMPANY: MARYLAND
Spectra Computer Services, Ltd.		04/28/2008	CORPORATION: CANADA

**RECEIVING PARTY DATA**

<b>Name:</b>	Sean G. Skogen
<b>Street Address:</b>	8019 South Blackstone Parkway
<b>City:</b>	Aurora
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80016
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES

<b>Name:</b>	Heather L. Gullickson
<b>Street Address:</b>	3627 T-Bird Way
<b>City:</b>	Cottage Grove
<b>State/Country:</b>	WISCONSIN
<b>Postal Code:</b>	53527
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES

<b>Name:</b>	Timothy M. Schaefer
<b>Street Address:</b>	1072 Grand Isle Drive
<b>City:</b>	Naples
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	34108
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES

<b>Name:</b>	Sean T. Galow
<b>Street Address:</b>	321 Joshua Circle
<b>City:</b>	Sun Prairie
<b>State/Country:</b>	
<b>Postal Code:</b>	
<b>Entity Type:</b>	

**OP \$165.00 3152310**

State/Country:	WISCONSIN
Postal Code:	53590
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3152310	ACTIV-8
Registration Number:	3152311	INVESTIG-8
Registration Number:	2884796	DOMIN-8
Registration Number:	2659000	RENTRIGHT
Registration Number:	3027111	TENANT PRO
Serial Number:	78347388	WORK ORDER PLUS

CORRESPONDENCE DATA

Fax Number: (608)258-4258  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 608-258-4272  
 Email: PTOMailMadison@foley.com, jwalden@foley.com  
 Correspondent Name: Mark A. Kassel  
 Address Line 1: 150 E. Gilman Street  
 Address Line 4: Madison, WISCONSIN 53703

ATTORNEY DOCKET NUMBER:	044752-0101
NAME OF SUBMITTER:	Mark A. Kassel
Signature:	//Mark A. Kassel//
Date:	06/10/2008

Total Attachments: 8

source=0101 - TM Security Agreement#page1.tif  
 source=0101 - TM Security Agreement#page2.tif  
 source=0101 - TM Security Agreement#page3.tif  
 source=0101 - TM Security Agreement#page4.tif  
 source=0101 - TM Security Agreement#page5.tif  
 source=0101 - TM Security Agreement#page6.tif  
 source=0101 - TM Security Agreement#page7.tif  
 source=0101 - TM Security Agreement#page8.tif

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 28<sup>th</sup> day of April, 2008 by the undersigned (collectively, jointly and severally, the "Debtors" and each individually a "Debtor") in favor of Timothy M. Schaefer, an adult resident of the State of Florida ("Schaefer"), Sean G. Skogen, an adult resident of the State of Colorado ("Skogen"), Heather L. Gullickson, an adult resident of the State of Wisconsin ("Gullickson") and Sean T. Galow, an adult resident of the State of Wisconsin ("Galow") (Schaefer, Skogen, Gullickson and Galow are collectively referred to herein as the "Secured Parties" and each individually a "Secured Party").

### RECITALS

WHEREAS, pursuant to those certain Amended and Restated Notes, dated as of the date hereof, issued and delivered by Domin-8 Enterprise Solutions, LLC ("Domin-8, LLC") in favor of the Secured Parties (the "Amended and Restated Notes" as the same may be amended, renewed, modified or extended from time to time) and that certain Amended and Restated Guaranty, dated as of the date hereof, executed by the Debtors (excluding Domin-8, LLC) on behalf of Domin-8, LLC and in favor of the Secured Parties, the Secured Parties are willing to make certain financial accommodations available to Domin-8, LLC pursuant to the terms and conditions of the Amended and Restated Notes; and

WHEREAS, the Secured Parties are willing to make the financial accommodations to Domin-8, LLC as provided for in the Amended and Restated Notes, but only upon the condition, among others, that the Debtors shall have executed and delivered to the Secured Parties that certain Amended and Restated Security Agreement of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Amended and Restated Security Agreement"); and

WHEREAS, pursuant to the Amended and Restated Security Agreement, Debtors are required to execute and deliver to the Secured Parties, 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, each Debtor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Amended and Restated Security Agreement or the Amended and Restated Notes.

2. Grant of Security Interest In Trademark Collateral. Each Debtor hereby grants to the Secured Parties, a continuing first priority security interest (subject to any Seller Liens) in all of such Debtor'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 state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service

mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule 1 attached hereto), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(b) the entire goodwill of or associated with the businesses now or hereafter conducted by the Debtors connected with and symbolized by any of the aforementioned properties and assets;

(c) all general intangibles and all intangible intellectual or other similar property of the Debtors of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above;

(d) all proceeds of any and all of the foregoing (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not the Secured Parties are the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing.

3. Security for Obligations. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Debtors, or any of them, to the Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Debtor.

4. Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Secured Parties pursuant to the Amended and Restated Security Agreement. Each Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Amended and Restated Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. Authorization to Supplement. If the Debtors shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Debtors shall give prompt notice in writing to the Secured Parties with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting the Debtors' obligations under this Section 5, the Debtors authorize the Secured Parties to modify this Trademark Security Agreement by amending Schedule 1 to include any such new patent or trademark rights. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from the Secured Parties' continuing security interest in all Trademark Collateral, whether or not listed on Schedule 1.

6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall

together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Transaction Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

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

**DOMIN-8 ENTERPRISE SOLUTIONS, LLC**

4660 Duke Drive  
Mason, OH 45040

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

Name: Gregory K. McGrath

Title: President

**SPECTRA COMPUTER SERVICES, LTD.**

1-59 Scurfield Blvd.  
Winnipeg, MB  
R3Y 1V2

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

Name: Gregory K. McGrath

Title: President

**ACKNOWLEDGED AND ACCEPTED BY:**

\_\_\_\_\_  
Timothy M. Schaefer

\_\_\_\_\_  
Sean G. Skogen

\_\_\_\_\_  
Heather L. Gullickson

\_\_\_\_\_  
Sean T. Galow

together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Transaction Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

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

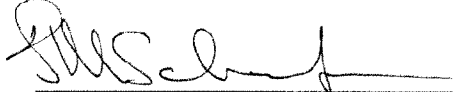
**DOMIN-8 ENTERPRISE SOLUTIONS,LLC**  
4660 Duke Drive  
Mason, OH 45040

By: \_\_\_\_\_  
Name: Gregory K. McGrath  
Title: President

**SPECTRA COMPUTER SERVICES, LTD.**  
1-59 Scurfield Blvd.  
Winnipeg, MB  
R3Y 1V2

By: \_\_\_\_\_  
Name: Gregory K. McGrath  
Title: President

**ACKNOWLEDGED AND ACCEPTED BY:**

  
\_\_\_\_\_  
Timothy M. Schaefer

\_\_\_\_\_  
Sean G. Skogen

\_\_\_\_\_  
Heather L. Gullickson

\_\_\_\_\_  
Sean T. Galow

together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Transaction Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

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

**DOMIN-8 ENTERPRISE SOLUTIONS,LLC**  
4660 Duke Drive  
Mason, OH 45040

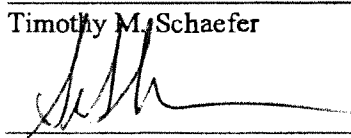
By: \_\_\_\_\_  
Name: Gregory K. McGrath  
Title: President

**SPECTRA COMPUTER SERVICES, LTD.**  
1-59 Scurfield Blvd.  
Winnipeg, MB  
R3Y 1V2

By: \_\_\_\_\_  
Name: Gregory K. McGrath  
Title: President

**ACKNOWLEDGED AND ACCEPTED BY:**

\_\_\_\_\_  
Timothy M. Schaefer

  
\_\_\_\_\_  
Sean G. Skogen

\_\_\_\_\_  
Heather L. Gullickson

\_\_\_\_\_  
Sean T. Galow

together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Transaction Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

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

**DOMIN-8 ENTERPRISE SOLUTIONS,LLC**  
4660 Duke Drive  
Mason, OH 45040

By: \_\_\_\_\_  
Name: Gregory K. McGrath  
Title: President

**SPECTRA COMPUTER SERVICES, LTD.**  
1-59 Scurfield Blvd.  
Winnipeg, MB  
R3Y 1V2

By: \_\_\_\_\_  
Name: Gregory K. McGrath  
Title: President

**ACKNOWLEDGED AND ACCEPTED BY:**

\_\_\_\_\_  
Timothy M. Schaefer

\_\_\_\_\_  
Sean G. Skogen

  
\_\_\_\_\_  
Heather L. Gullickson

\_\_\_\_\_  
Sean T. Galow



together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Transaction Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

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

**DOMIN-8 ENTERPRISE SOLUTIONS,LLC**  
4660 Duke Drive  
Mason, OH 45040

By: \_\_\_\_\_  
Name: Gregory K. McGrath  
Title: President

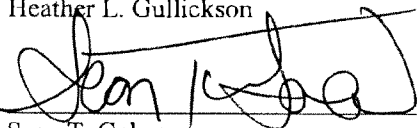
**SPECTRA COMPUTER SERVICES, LTD.**  
1-59 Scurfield Blvd.  
Winnipeg, MB  
R3Y 1V2

By: \_\_\_\_\_  
Name: Gregory K. McGrath  
Title: President

**ACKNOWLEDGED AND ACCEPTED BY:**

\_\_\_\_\_  
Timothy M. Schaefer

\_\_\_\_\_  
Sean G. Skogen

\_\_\_\_\_  
Heather L. Gullickson  
  
\_\_\_\_\_  
Sean T. Galow

**SCHEDULE 1**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

**U.S. & Canadian Trademarks:**

<b>Registration No.</b>	<b>Registration Date</b>	<b>Registered Owner</b>	<b>Mark</b>
3,152,310	10/03/2006	Domin-8 Enterprise Solutions, LLC	Activ-8
3,152,311	10/03/2006	Domin-8 Enterprise Solutions, LLC	Investig-8
2,884,796	9/14/2004	Domin-8 Enterprise Solutions, LLC	Domin-8
2,659,000	9/17/2002	Domin-8 Enterprise Solutions, LLC	RentRight
3,027,111	12/13/2005	Domin-8 Enterprise Solutions, LLC	Tenant Pro
TMA541,572 (Canadian)	7/09/1984	Spectra Solutions	PropertyMaster

**Pending U.S. Trademark Applications:**

<b>Application No.</b>	<b>Filing Date</b>	<b>Applicant</b>	<b>Mark</b>
78347388	1/02/2004	Domin-8 Enterprise Solutions, LLC	Work Order Plus