

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PROLOGIC REDEMPTION SOLUTIONS, INC.		05/23/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent		
Street Address:	45 Fremont Street		
Internal Address:	26th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2404738	BRANDDATA	
Registration Number:	2451474	BRANDDATA	
CORRESPONDENCE DATA			
Fax Number:	(213)996-3123		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2136836123		
Email:	bethanyware@paulhastings.com		
Correspondent Name:	Bethany Ware		
Address Line 1:	515 SOUTH FLOWER STREET		
Address Line 2:	25th FLOOR		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	39093.00005		
NAME OF SUBMITTER:	Bethany L. Ware		

CH \$65.00 2404738

Signature:	/Bethany L. Ware/
Date:	07/01/2008
Total Attachments: 6 source=IOS - Fully Executed Second Lien Trademark Security Agreement#page1.tif source=IOS - Fully Executed Second Lien Trademark Security Agreement#page2.tif source=IOS - Fully Executed Second Lien Trademark Security Agreement#page3.tif source=IOS - Fully Executed Second Lien Trademark Security Agreement#page4.tif source=IOS - Fully Executed Second Lien Trademark Security Agreement#page5.tif source=IOS - Fully Executed Second Lien Trademark Security Agreement#page6.tif	

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 23rd day of May, 2008, among Borrower (as defined below) ("**Grantor**"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, in its capacity as agent for the Lender Group (in such capacity, together with its successors and assigns in such capacity, "**Administrative Agent**").

WITNESSETH:

WHEREAS, **PROLOGIC REDEMPTION SOLUTIONS, INC.**, a Delaware corporation, as borrower ("**Borrower**"), Administrative Agent and certain lenders are party to that certain Second Lien Credit Agreement dated as of May 23, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"); and

WHEREAS, the members of the Lender Group are willing to enter into the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Administrative Agent, for the benefit of Lender Group, that certain Second Lien Security Agreement dated as of May 23, 2008 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Security Agreement**");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of Lender Group, 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 Security Agreement or the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Administrative Agent, for the benefit of the Lender Group, a continuing second 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 and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

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

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

(e) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured 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 Grantor to Administrative Agent, the Lender Group or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Administrative Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

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 Loan 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.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, the meaning of a defined term is applicable equally to the singular and plural forms thereof, the words "*include*" and "*including*" are not limiting, the word "*or*" has, except where otherwise indicated, the inclusive meaning represented by the phrase "*and/or*", and the words "*property*," "*properties*," "*asset*" and "*assets*" refer to both personal property (whether tangible or intangible) and real property. The words "*hereof*," "*herein*," "*hereunder*" and similar words in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Article, Section, subsection, clause, Schedule and Exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall be deemed to include all subsequent amendments and other modifications thereto, but only to the extent such amendments and other modifications are not prohibited by the terms of any Loan Document. The word "*documents*" includes instruments, documents, agreements, certificates, indentures, notices and other writings, however evidenced. Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein. Any references to any statute or regulation herein or in any other Loan Document shall be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting the statute or

regulation. In the computation of periods of time from a specified date to a later specified date, the word "from" means "*from and including*"; the words "to" and "until" each mean "*to but excluding*" and the word "through" means "*to and including*".

[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.

PROLOGIC REDEMPTION SOLUTIONS, INC.,
a Delaware corporation

By: *George Kass*


Name: *George Kass*

Title: *Secretary*

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association, as Administrative Agent

By: 
Name: Seth D. Moldoff
Title: SVP

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
International Data, LLC*	United States	BrandData Logo	2404738	November 14, 2000
International Data, LLC*	United States	BrandData	2451474	May 15, 2001

* International Data, LLC is now known as **International Outsourcing Services, LLC**