

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
The PowerTech Group, Inc.		07/16/2008	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Goldman Sachs Specialty Lending Group, L.P., as Collateral Agent		
Street Address:	6011 Connection Drive		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2408722	POWERLOCK	
Registration Number:	2421221	POWERTECH	
CORRESPONDENCE DATA			
Fax Number:	(404)888-4190		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-888-4284		
Email:	tramstrom@hunton.com		
Correspondent Name:	Todd Ramstrom		
Address Line 1:	600 Peachtree Street, NE Ste. 4100		
Address Line 2:	c/o Hunton & Williams LLP		
Address Line 4:	Atlanta, GEORGIA 30308		
NAME OF SUBMITTER:	Heath J. Vicente, Esq.		
Signature:	/Heath J. Vicente, Esq./		
Date:	07/31/2008		

OP \$65.00 2408722

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made and entered into as of July 16, 2008, by **THE POWERTECH GROUP, INC.**, a Washington corporation ("**Grantor**"), in favor of **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.** ("**GSSLG**"), as Collateral Agent ("**Collateral Agent**").

W I T N E S S E T H:

WHEREAS, Help/Systems, LLC ("Help/Systems"), the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time, and GSSLG as Administrative Agent and Collateral Agent are party to that certain Credit and Guaranty Agreement, dated as of September 24, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**");

WHEREAS, Help/Systems has acquired one hundred percent (100%) of the issued and outstanding capital stock of Grantor, in a transaction to which Collateral Agent and Lenders have consented pursuant to the Credit Agreement;

WHEREAS, as a condition to such consent, Grantor is required to join and become obligated to Agents and Lenders under the terms of the Credit Agreement, the Pledge and Security Agreement (the "**Security Agreement**"), and the other Credit Documents, as a Borrower and a Credit Party; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Agent this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor hereby agrees with Collateral Agent as follows:

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Security Agreement.

2. **Grant of Security Interest in Trademark Collateral.** To secure the payment and performance of the Obligations under the Credit Agreement and other Credit Documents, Grantor hereby grants to Collateral Agent, on behalf of itself and the Secured Parties, 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 and Trademark Licenses to which it is a party including, without limitation, those referred to on Schedule 1 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, and (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. **Pledge and Security Agreement.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral 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.

4. **Counterparts.** This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

[Signature Page Follows]

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

THE POWERTECH GROUP, INC.

By: *Janet Dryer*
Name: Janet Dryer
Title: President and Chief Executive Officer

ACKNOWLEDGMENT OF GRANTOR

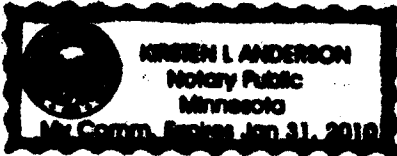
STATE OF Minnesota)
COUNTY OF Hennepin)

ss.

On this 1 day of July 2008, before me personally appeared Janet Dryer, who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of The PowerTech Group, Inc., and who being duly sworn by me did depose and say that (i) he or she is an authorized officer of The PowerTech Group, Inc., (ii) such instrument was signed on behalf of The PowerTech Group, Inc. as duly authorized by The PowerTech Group, Inc., and (iii) he or she acknowledged such instrument to be the free act and deed of The PowerTech Group, Inc.

Kurt G. Anderson
Notary Public

[Notarial Seal]



[Signatures Continue on the Following Page]

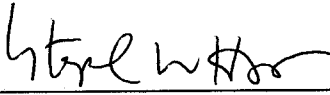
Signature Page

Trademark Security Agreement
25986570

TRADEMARK
REEL: 003826 FRAME: 0124

ACCEPTED AND ACKNOWLEDGED BY:

GOLDMAN SACHS SPECIALTY
LENDING GROUP, L.P., as Collateral Agent

By:  _____

Name:

Title:

Stephen W. Hipp
Senior Vice President

Signature Page

Trademark Security Agreement
25986570

TRADEMARK
REEL: 003826 FRAME: 0125

Schedule 1
to
Trademark Security Agreement

TRADEMARK REGISTRATIONS (US)

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
POWERLOCK	2408722	11/28/2000
POWERTECH	2421221	1/16/2001

TRADEMARK REGISTRATIONS (CTM)

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
POWERLOCK	002704658	10/16/2003
POWERTECH	002702660	9/22/2004

TRADEMARK APPLICATIONS

NONE

TRADEMARK LICENSES

NONE

Schedule 1

Trademark Security Agreement
25986570

RECORDED: 07/31/2008

TRADEMARK
REEL: 003826 FRAME: 0126