

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
Foodservice Ventures, L.C.		08/29/2008	LIMITED LIABILITY COMPANY: FLORIDA
Motek Information Systems, Inc.		08/29/2008	CORPORATION: CALIFORNIA
IRM Corporation		08/29/2008	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	WELLS FARGO FOOTHILL, LLC, as Agent
Street Address:	One Boston Place
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Serial Number:	78313388	MARKET ADVANTAGE
Serial Number:	78083630	POS PUBLISHER PROFESSIONAL
Serial Number:	75424780	PROFILE
Registration Number:	3391613	CREDILYTICS
Registration Number:	3388663	NATIONALYTICS
Registration Number:	3361468	DISCOVERY SYSTEM
Serial Number:	77017737	MANULYTICS
Serial Number:	77016733	BUYERLYTICS
Serial Number:	77005450	CUSTOMLYTICS
Registration Number:	3385934	SHARELYTICS
Serial Number:	77005374	MARGINLYTICS
Registration Number:	3413435	DELIVERLYTICS

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Registration Number:	3413436	DISCOVERY DASHBOARD
Registration Number:	3413437	PROMOLYTICS
Registration Number:	3416206	CATELYTICS
Registration Number:	3317926	FOOD FOR THOUGHT
Registration Number:	3293881	SOLUTION TABS
Serial Number:	78862774	NTELLIGRID
Registration Number:	3293851	BRANDSHARE
Serial Number:	78862769	SOLUTION SETS
Registration Number:	3172162	COMPASS FORECAST SYSTEM
Registration Number:	1899709	TOPSALES
Serial Number:	77378470	DISCOVERYWEB
Registration Number:	2656439	SALES DISCOVERY SYSTEM
Registration Number:	2711403	PROMOASSIST
Serial Number:	76215687	MALAIKA

CORRESPONDENCE DATA

Fax Number: (617)526-9899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 6175269628
Email: cslattery@proskauer.com
Correspondent Name: Christine Slattery
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place
Address Line 4: Boston, MASSACHUSETTS 01880

ATTORNEY DOCKET NUMBER:	76751/026
NAME OF SUBMITTER:	Christine Slattery
Signature:	/Christine Slattery/
Date:	09/04/2008

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 29th day of August, 2008, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, LLC, in its capacity as Agent for the Lender Group and the Bank Product Providers (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of August 29, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among AFS TECHNOLOGIES, INC. a Delaware corporation ("Borrower"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement dated of even date herewith (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, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, 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 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. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing first priority (other than Permitted Liens) security interest in all of such 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, 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 such 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 Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. 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 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, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms 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. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). 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 and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Providers to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. 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.

[signature page follows]

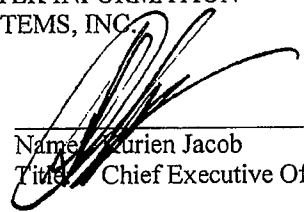
IN WITNESS WHEREOF, the undersigned parties hereto have executed this Trademark Security Agreement by and through their duly authorized officers, as of the day and year first above written.

GRANTORS:

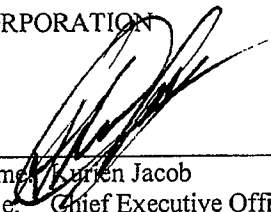
FOODSERVICE VENTURES, L.C.

By: 
Name: Durien Jacob
Title: Chief Executive Officer

MOTEK INFORMATION
SYSTEMS, INC.

By: 
Name: Durien Jacob
Title: Chief Executive Officer

IRM CORPORATION

By: 
Name: Durien Jacob
Title: Chief Executive Officer

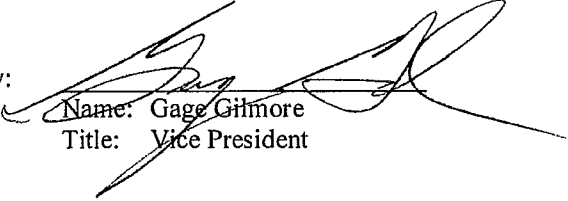
[TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003846 FRAME: 0570

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, LLC, as Agent

By:



Name: Gage Gilmore
Title: Vice President

[TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003846 FRAME: 0571

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Owner	Country	Mark	Serial or Reg. No.	Status	Reg. Date
Foodservice Ventures	USA	Trademark Registration for Market Advantage	78313388	Registered	
Foodservice Ventures	USA	Trademark Registration for POS Publisher Professional	78083630	Registered	
Foodservice Ventures (dba Sales Partner Systems)	USA	Trademark Registration for Profile	75424780	Registered	
IRM Corporation	USA	CREDILYTICS	3,391,613	Registered	
IRM Corporation	USA	NATIONALYTICS	3,388,663	Registered	
IRM Corporation	USA	DISCOVERY SYSTEM	3,361,468	Registered	
IRM Corporation	USA	MANULYTICS	77/017,737	Notice of Allowance Issued	
IRM Corporation	USA	BUYERLYTICS	77/016,733	Notice of Allowance Issued	
IRM Corporation	USA	CUSTOMLYTICS	77/005,450	Notice of Allowance Issued	
IRM Corporation	USA	SHARELYTICS	3,385,934	Registered	
IRM Corporation	USA	MARGINLYTICS	77/005,374	Notice of Allowance Issued	
IRM Corporation	USA	DELIVERLYTICS	3,413,435	Registered	
IRM Corporation	USA	DISCOVERY DASHBOARD	3,413,436	Registered	

Owner	Country	Mark	Serial or Reg. No.	Status	Reg. Date
IRM Corporation	USA	PROMOLYTICS	3,413,437	Registered	
IRM Corporation	USA	CATELYTICS	3,416,206	Registered	
IRM Corporation	USA	FOOD FOR THOUGHT	3,317,926	Registered	
IRM Corporation	USA	Solution Tabs	3,293,881	Registered	
IRM Corporation	USA	NTELLIGRID	78/862,774	Notice of Allowance Issued	
IRM Corporation	USA	Brand Share	3,293,851	Registered	
IRM Corporation	USA	SOLUTION SETS	78/862,769	Notice of Allowance Issued - 2 nd Extension Request Filed & Granted	
IRM Corporation	USA	COMPASS FORECAST SYSTEM	62 3,172,1	Registered	
IRM Corporation	USA	TOPSALES	09 1,899,7	Renewed	
IRM Corporation	USA	DISCOVERYWEB	470 77/378,	Pending Will Publish 07/15/2008	
IRM Corporation	USA	SALES DISCOVERY SYSTEM	39 2,656,4	Registered	
IRM Corporation	USA	Promo Assist	03 2,711,4	Registered	
Motek Information Systems, Inc.	USA	Malaika	87 762156	Registered	