

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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.		09/10/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Webster Bank, National Association, as Collateral Agent		
<b>Street Address:</b>	145 Bank Street		
<b>City:</b>	Waterbury		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06702		
<b>Entity Type:</b>	national banking association:		
<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>	(860)548-2680		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	860-548-2645		
<b>Email:</b>	sgervais@uks.com		
<b>Correspondent Name:</b>	John F. Wolter, Esq.		
<b>Address Line 1:</b>	One State Street		
<b>Address Line 2:</b>	24th Floor		
<b>Address Line 4:</b>	Hartford, CONNECTICUT 06103		
<b>ATTORNEY DOCKET NUMBER:</b>	84917-82		
<b>NAME OF SUBMITTER:</b>	John F. Wolter		
<b>Signature:</b>	/John F. Wolter/		
<b>Date:</b>	09/18/2008		

OP \$40.00 77339194

**Total Attachments: 23**

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## EXECUTION DOCUMENT

### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") is dated as of this 10<sup>th</sup> day of September, 2008 by Investment Support Systems, Inc., a Delaware corporation (the "Guarantor"), and Webster Bank, National Association as collateral agent (in such capacity, the "Collateral Agent") for the benefit of the Lenders (as hereinafter defined) a party to the Credit Agreement (as hereinafter defined).

#### BACKGROUND

A. Guarantor has entered into certain Guaranty Agreement of even date herewith (the "Guaranty Agreement") pursuant to which Guarantor has guaranteed the payment and performance of the obligations of Triple Point Technology, Inc., a Delaware corporation, (the "Borrower") under that certain Credit Agreement of even date herewith (as amended and otherwise in effect from time to time, the "Credit Agreement") among the Borrower, the lenders a party thereto (each a "Lender" and, individually and collectively, the "Lenders"), Brown Brothers Harriman & Co. as administrative agent (in such capacity, the "Administrative Agent" and sometime collectively with the Collateral Agent, the "Agents") and lead arranger (in such capacity, the "Lead Arranger") and Webster Bank, National Association as the Collateral Agent, as co-lead arranger (in such capacity, the "Co-Lead Arranger") and as documentation agent (in such capacity, the "Documentation Agent") (with each of the foregoing, together with the Lenders, a "Secured Party", and individually and collectively, the "Secured Parties") pursuant to which the Lenders, subject to the terms and conditions contained therein, are to make loans, advances and other extensions of credit to the Borrower.

B. It is a condition precedent to the Lenders making any loans, advances and other extensions of credit to the Borrower under the Credit Agreement that Guarantor execute and deliver to the Collateral Agent an intellectual property security agreement in substantially the form hereof.

C. Guarantor wishes to grant security interests in favor of the Collateral Agent for the benefit of the Lenders as herein provided.

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Grant of Security. Guarantor hereby grants to the Collateral Agent for the benefit of the Lenders a security interest in Guarantor's right, title and interest in and to following, in each case, as to each type of property described below, whether now owned or hereafter acquired by Guarantor, and whether now or hereafter existing (collectively, the "Intellectual Property Collateral"):

(a) all patents, patent applications and patentable inventions now existing or hereafter created, including, without limitation, each patent identified in Schedule I attached hereto and made a part hereof and each patent application identified in such Schedule I, and including, without limitation, (i) all inventions and improvements described and claimed therein and the right to make, use or sell or advertise for sale the same, (ii) the right to sue or otherwise recover for any infringements or misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past and future infringements thereof), and (iv) all rights corresponding thereto throughout the world and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals and extensions thereof, all improvements thereon and derivatives thereof and all other rights of any kind whatsoever of Guarantor accruing thereunder or pertaining thereto (the "Patents");

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, whether registered or unregistered, trademark and service mark registrations and applications for trademark or service mark registrations and any renewals thereof, now existing or hereafter created, including, without limitation, each registration and application identified in Schedule II attached hereto and made a part hereof, and including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iii) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Guarantor accruing thereunder or pertaining thereto, and all variations, derivatives and renewals thereof, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin (the "Trademarks");

(c) all copyrights, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, now existing or hereafter created, including, without limitation, the copyrights in each original work of authorship identified in Schedule III attached hereto and made a part hereof, and including, without limitation, (i) the right to exercise any or all of the exclusive rights of a copyright owner with regard to the foregoing, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iv) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Guarantor accruing thereunder or pertaining thereto and all derivatives thereof (the "Copyrights");

(d) all domain names and domain name registration applications, any renewals thereof, and all variations and derivatives thereof, now existing or hereafter registered, including without limitation those identified in Schedule IV attached hereto and made a part hereof, and including, without limitation, (i) the right to exercise any or all of the exclusive rights of a domain name owner with regard to the foregoing, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iv) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Guarantor accruing thereunder or pertaining thereto (the "Domain Names");

(e) all trade secrets, including, (i) the right to use or license the foregoing, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iv) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Guarantor accruing thereunder or pertaining thereto (the "Trade Secrets");

(f) all license agreements with any other Person in connection with any of the Patents, Trademarks, Copyrights, Trade Secrets or Domain Names where Guarantor is a licensor, and any right to prepare for sale, sell and advertise for sale, now or hereafter owned by Guarantor and now or hereafter covered by any such licenses (the "Licenses" and each a "License"); and

(g) all proceeds of any of the foregoing Patents, Trademarks, Copyrights, Domain Names, Trade Secrets and including without limitation, any claims by Guarantor against third parties for infringement of the Patents, Trademarks, Copyrights, Domain Names, Trade Secrets or Licenses.

Section 2. Security for Obligations. This Agreement secures the payment of all Obligations of Guarantor to the Secured Parties now or hereafter existing under the Guaranty Agreement and all other obligations under any document or agreement executed in connection therewith, whether for principal, interest, fees, expenses or otherwise (the "Secured Obligations"). In addition, Guarantor has executed in blank and delivered to the Collateral Agent an assignment of registered Domain Names in substantially the form of Exhibit 1 hereto (the "Assignment"). Collateral Agent shall hold such Assignment in a secure location, shall not file the Assignment until an Event of Default (as defined by the Credit Agreement) has occurred and notice thereof has been provided to Guarantor; and Collateral Agent shall defend, indemnify and hold harmless Guarantor with respect to any damages, losses or expenses incurred by Borrower in connection with the Collateral Agent's breach of this covenant.

Section 3. Borrower Remains Liable. Anything herein to the contrary notwithstanding, (a) Guarantor shall remain liable under the contracts and agreements included

in the Intellectual Property Collateral to which it is a party to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by the Agents of any of the rights or remedies hereunder shall not release Guarantor from any of its duties or obligations under any of the contracts and agreements included in the Intellectual Property Collateral, and (c) the Agents shall have no obligation or liability under any of the contracts and agreements included in the Intellectual Property Collateral by reason of this Agreement, nor shall the Agents be obligated to perform any of the obligations or duties of Guarantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE COLLATERAL AGENT NOR ANY LENDER ASSUMES ANY LIABILITIES OF BORROWER WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING BORROWER'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE INTELLECTUAL PROPERTY COLLATERAL, OR ANY PRACTICE, USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE.

Section 4. Representations and Warranties. Guarantor represents and warrants as follows:

(a) Guarantor is the legal and beneficial owner of that part of the Intellectual Property Collateral pledged by Guarantor to be owned by it, free and clear of any lien, claim, option or right of others, except for the liens and security interests created under this Agreement or permitted under the Credit Agreement. No effective financing statement or other instrument similar in effect covering all or any part of the Intellectual Property Collateral or listing Guarantor or any trade name of Guarantor as debtor is on file in any recording office (including, without limitation, the United States Patent and Trademark Office and the United States Copyright Office), except such as may have been filed in favor of the Collateral Agent or as otherwise permitted under the Credit Agreement.

(b) Set forth in Schedule I is a complete and accurate list of all Patents owned by Guarantor as of the date hereof. Set forth in Schedule II is a complete and accurate list of all Trademarks owned by Guarantor, in each case as of the date hereof. Set forth in Schedule III is a complete and accurate list as of the date hereof of all Copyrights and owned by Guarantor as of the date hereof. Set forth in Schedule IV is a complete and accurate list as of the date hereof of all Domain Names owned by Guarantor as of the date hereof. Except as set forth in each applicable Schedule, Guarantor has made all necessary filings and recordations to protect and maintain its interests in the Patents, Trademarks and Domain Names set forth in Schedules I, II and IV hereto. With respect to the Trade Secrets existing on the date hereof, Guarantor has taken all steps reasonably necessary to maintain the secrecy of such trade secrets.

(c) Except as set forth in Schedule I, II, III or IV hereto, each Patent, Trademark, Copyright and Domain Name registration or application of Guarantor set forth in Schedule I, II, III or IV hereto is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and is valid, registrable and

enforceable, except to the extent this would not cause a Material Adverse Effect. Each License of Guarantor is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, is valid and enforceable, except to the extent that any invalidity or unenforceability would not result in a Material Adverse Effect.

(d) Guarantor has not granted any release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Intellectual Property Collateral.

(e) No consent of any Person and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or other Person is required (i) for the grant by Guarantor of the security interest granted hereby, for the pledge by Guarantor of the Intellectual Property Collateral pursuant hereto, or for the execution, delivery or performance of this Agreement by Guarantor, (ii) for the perfection or maintenance of the pledge and security interest created hereby (including the first and only priority nature of such pledge and security interest), except for the filing of financing and continuation statements under the Uniform Commercial Code, and the filing and recording of this Agreement in the United States Patent and Trademark Office against each patent, patent application, trademark or service mark registration, trademark or service mark application, in the U.S. Copyright Office against each registered copyright of Guarantor, or (iii) for the exercise by Guarantor of its rights provided for in this Agreement or the remedies in respect of the Intellectual Property Collateral pursuant to this Agreement other than, as required by law for the transfer of ownership thereof, the filing of assignments (A) in and with the United States Patent and Trademark Office or any comparable office of any state or foreign jurisdiction with which any Trademarks or Patents are registered against each applicable Patent, and Trademark or n, (B) in and with the U.S. Copyright Office or any comparable office of any foreign jurisdiction in which any Copyrights are registered against each applicable Copyright and (C) in and with ICANN or any other domain name registry (foreign or domestic) with which the Domain Names are registered against each applicable Domain Name.

(f) No claim has been made and is continuing or, to Guarantor's knowledge, threatened that any item of Intellectual Property Collateral is invalid or unenforceable or that the use by Guarantor of any Intellectual Property Collateral does or may violate the rights of any Person which claim or violation would have a Material Adverse Effect. There is, to Guarantor's knowledge, currently no infringement or unauthorized use of any item of Intellectual Property Collateral, which infringement or unauthorized use would have a Material Adverse Effect.

(g) Guarantor has taken all reasonably necessary steps to use consistent standards of quality in the distribution and sale of all products sold and the provision of all services provided under or in connection with any of the Intellectual Property Collateral in the form of trade or service marks and has taken all reasonably necessary steps to ensure that all licensed users of any of the Intellectual Property Collateral use such consistent standards of quality.

Section 5. Further Assurances.

(a) Guarantor agrees that from time to time, at the expense of Guarantor, Guarantor shall promptly execute and deliver all further instruments and documents, and take all further action, that either of the Agents reasonably believes may be necessary or desirable, in order to perfect and protect any pledge or security interest granted or purported to be granted hereby or to enable Guarantor to exercise and enforce its rights and remedies hereunder with respect to any part of the Intellectual Property Collateral.

(b) Guarantor hereby authorizes either of the Agents to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Intellectual Property Collateral without the signature of Guarantor where permitted by law. A photocopy or other reproduction of this Agreement or any financing statement covering the Intellectual Property Collateral or any part thereof will be sufficient as a financing statement where permitted by law.

(c) Guarantor will furnish to either of the Agents from time to time statements and schedules further identifying and describing the Intellectual Property Collateral and such other reports in connection with the Intellectual Property Collateral as either of the Agents may reasonably request, all in reasonable detail.

(d) Guarantor agrees that, should it obtain an ownership interest in any patent, patent application, patentable invention, trademark, service mark, trade name, trade dress, other indicia of trade origin, trademark or service mark registration, trademark or service mark application, copyright, work of authorship, domain name, domain name registration application or License, which is not now a part of the Intellectual Property Collateral, any such patent, patent application, patentable invention, trademark, service mark, trade name, trade dress, indicia of trade origin, trademark or service mark registration, trademark or service mark application (together with the goodwill of the business connected with the use of same and symbolized by same), copyright, work of authorship, domain name, domain name registration application or License will automatically become part of the Intellectual Property Collateral, and, as applicable, shall be included in the definitions of Trademarks, Patents, Copyrights, Trade Secrets and Domain Names hereunder. With respect to any copyright or work of authorship which is not now owned by Guarantor, but in which Borrower obtains an ownership interest, or is created by or for Guarantor, Guarantor shall, if necessary or desirable based upon Guarantor's commercially reasonable judgment immediately register such copyright with the United States Copyright Office, along with such documentation necessary to evidence the Collateral Agent's security interest in such copyright. Guarantor further agree that it shall deliver to either of the Agents a written report, in reasonable detail, upon such Agent's request but not more than annually, setting forth each new patent, patent application, trademark or service mark registration, trademark or service mark application, copyright, domain name or domain name registration application that Guarantor has filed, acquired, created or otherwise obtained in the preceding six month reporting period. Guarantor authorizes the Collateral Agent to modify this Agreement by amending Schedules I, II, III and IV hereto (and shall cooperate with the Collateral Agent in effecting any such amendment) to include any patent, patent application, trademark or



service mark registration, trademark or service mark application, copyright, domain name or domain name registration application which becomes part of the Intellectual Property Collateral, provided, however, that the failure of the Collateral Agent to so amend this Agreement shall not affect the security interest against any and all Patents, Trademarks, Copyrights, Trade Secrets and Domain Names of Borrower, whether now existing or hereafter created.

(e) With respect to each Patent, Trademark, Copyright, or Domain Name, including without limitation those set forth in Schedule I, II, III or IV hereto, Guarantor agrees to take all reasonably necessary steps based upon Guarantor's commercially reasonable judgment, including, without limitation, in the United States Patent and Trademark Office, the United States Copyright Office and Internet Corporation for Assigned Names and Numbers ("ICANN") (or any other applicable registry), and in any comparable foreign agency, office or authority, and in any applicable court, to (i) maintain each such Patent, Trademark, Copyright, and Domain Name, and (ii) pursue each such Patent, Trademark, Copyright and Domain Name now or hereafter included in the Intellectual Property Collateral to the extent material to Guarantor's business, including, if appropriate in Guarantor's commercially reasonable judgment, the filing of responses to office actions issued by the United States Patent and Trademark Office, the filing of affidavits under Sections 8 and 15 of the United States Trademark Act, the filing of divisional, continuation, continuation-in-part and substitute applications, the filing of applications for re-issue, renewal or extensions, the payment of maintenance fees, and the participation in interference, reexamination, opposition, cancellation, infringement and misappropriation proceedings. Guarantor agrees to take corresponding steps with respect to each material new or acquired patent, patent application, trademark or service mark registration, trademark or service mark application, copyright, work of authorship or domain name or domain name registration application to which it now or later become entitled. Any and all expenses incurred in connection with such activities will be borne by Guarantor. Guarantor shall not discontinue use of or otherwise abandon any Patent, Trademark, Copyright, Domain Name, or Trade Secret now or hereafter included in the Intellectual Property Collateral except in the exercise of Guarantor's commercially reasonable judgment.

(f) Guarantor agrees to notify the Agents promptly and in writing if it learns (i) that any material item of the Intellectual Property Collateral has been determined to have become abandoned, dedicated to the public, entered the public domain, or, in the case of a Trade Secret, has been publicly disclosed so that it would no longer be deemed to be a Trade Secret; (ii) of the institution of any proceeding (including, without limitation, the institution of any proceeding in the United States Patent and Trademark Office or any court) regarding any material item of the Intellectual Property Collateral, or (iii) of any adverse determination with respect to the validity or enforceability of any material item of the Intellectual Property Collateral.

(g) Promptly upon obtaining knowledge thereof, the Debtor will notify the Agents in writing of the institution of, or any final adverse determination in, any proceeding by an registry with whom any Domain Name is registered, ICANN or any similar office or agency of the United States or any foreign country, or any court, or any

private registry or organization having authority over disputes with respect to domain names regarding the validity of any of the Domain Names or the Debtor's rights, title or interests in and to any of the Domain Names, and of any event which does or reasonably could materially adversely affect the value of any of the Domain Names, the ability of the Debtor or the Collateral Agent to dispose of any of the Domain Names or the rights and remedies of the Collateral Agent in relation thereto (including but not limited to the levy of any legal process against any of the Domain Names),

(h) In the event that Guarantor makes a determination in its commercially reasonable judgment that any material Intellectual Property Collateral has been infringed or misappropriated by a third party, Guarantor shall promptly notify the Agents and will take such actions as Guarantor deems appropriate under the circumstances to protect such Intellectual Property Collateral, including, if deemed appropriate, suing for infringement or misappropriation and for an injunction against such infringement or misappropriation. Any expense in connection with such activities will be borne by Guarantor.

(i) Guarantor shall take all steps which it deems appropriate under the circumstances to preserve and protect the Intellectual Property Collateral, including, without limitation, maintaining the quality of any and all products or services used or provided in connection with any of the Intellectual Property Collateral, consistent with the quality of the products and services as of the date hereof, and taking all steps necessary in the Guarantor's commercially reasonable judgment, to ensure that all licensed users of any of the Intellectual Property Collateral use such consistent standards of quality.

Section 6. Transfers and Other Liens. Guarantor agrees that it shall not (i) sell, assign (by operation of law or otherwise) or otherwise dispose of or grant any option with respect to any Intellectual Property Collateral except to an affiliate with prompt written notice thereof to the Agents or as otherwise permitted by the Credit Agreement, or (ii) create or suffer to exist any lien upon or with respect to any Intellectual Property Collateral except for the pledge and security interest created by this Agreement or otherwise permitted by the Credit Agreement.

Section 7. The Collateral Agent Appointed Attorney-in-Fact. Guarantor hereby irrevocably appoints the Collateral Agent as its attorney-in-fact, with full authority in the place and stead of Guarantor and in the name of Guarantor or otherwise, upon the occurrence and during the continuance of an Event of Default and after the directing Guarantor upon ten (10) days' prior written notice to Guarantor to take any action and to execute any instrument that the Collateral Agent may deem reasonably necessary or advisable to accomplish the purposes of this Agreement, including, without limitation:

(a) to ask for, demand, collect, sue for, recover, compromise, receive and give a quittance and receipts for moneys due and to become due under or in respect of any of the Intellectual Property Collateral;

(b) to receive, endorse and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) above; and

(c) to file any claims or take any action or institute any proceedings that the Collateral Agent may deem necessary or desirable to enforce the rights of the Collateral Agent with respect to any of the Intellectual Property Collateral.

Section 8. The Collateral Agent May Perform. If Guarantor fails to perform any agreement contained herein, the Collateral Agent may itself, upon ten (10) days' prior notice to Guarantor, perform, or cause performance of, such agreement, and the reasonable expenses of the Collateral Agent incurred in connection therewith shall be borne by Guarantor.

Section 9. The Collateral Agent Duties. The powers conferred on the Agents hereunder are solely to protect their interest in the Intellectual Property Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Intellectual Property Collateral in the Collateral Agent's possession and the accounting for moneys actually received by it hereunder, neither of the Agents shall have a duty as to any Intellectual Property Collateral, whether or not such Agent has or is deemed to have knowledge of such matters, or as to the taking of any necessary steps to preserve rights against any parties or any other rights pertaining to any Intellectual Property Collateral. The Collateral Agent shall exercise reasonable care in the custody and preservation of any Intellectual Property Collateral in its possession and shall accord such Intellectual Property Collateral treatment equal to that which the Collateral Agent accords its own property.

Section 10. Remedies. If any Event of Default shall have occurred and be continuing:

(a) The Collateral Agent may exercise in respect of the Intellectual Property Collateral, in addition to other rights and remedies provided for herein or in any other Loan Document or otherwise available to it, all the rights and remedies of a secured party upon default under the Uniform Commercial Code in effect in the State of Connecticut at such time (the "Connecticut Uniform Commercial Code") (whether or not the Connecticut Uniform Commercial Code applies to the affected Intellectual Property Collateral) and also may (i) require Guarantor to, and Guarantor hereby agree that it will at its expense and upon request of the Collateral Agent forthwith, assemble all or part of the documents and things embodying any part of the Intellectual Property Collateral as directed by the Agents and make them available to the Collateral Agent at a place and time to be designated by the Collateral Agent; (ii) without notice except as specified below and as reasonably required by law, sell the Intellectual Property Collateral or any part thereof in one or more parcels at public or private sale, at any of the Collateral Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Collateral Agent may deem commercially reasonable; and (iii) subject to the rights of third parties, occupy any premises owned or leased by Guarantor where documents and things embodying the Intellectual Property Collateral or any part thereof are assembled or located for a reasonable period in order to effectuate its rights and remedies hereunder or under law, without obligation to Guarantor in respect of such occupation. In the event of any sale, assignment, or other disposition of any of the Intellectual Property Collateral, the goodwill of the business connected with and symbolized by any of the Intellectual Property Collateral subject to such disposition will be included, and Guarantor will supply to the Collateral Agent or its designee the documents and tangible things embodying the Guarantor's know-how and expertise,

relating to the manufacture, distribution, advertising and sale of products or the provision of services relating to any Intellectual Property Collateral subject to such disposition and, including, but not limited to, Guarantor's customer lists and other records and documents relating to such Intellectual Property Collateral and to the manufacture, distribution, advertising and sale of such products and services, and all passwords that may be necessary to access any of the Intellectual Property Collateral which is contained in any computer, server, hard drive or other electronic media. Guarantor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days' prior written notice to Guarantor of the time and place of any public sale or the time after which any private sale is to be made will constitute reasonable notification. The Collateral Agent shall not be obligated to make any sale of Intellectual Property Collateral regardless of notice of sale having been given. The Collateral Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice except as required by law, be made at the time and place to which it was so adjourned.

(b) All cash proceeds received by the Collateral Agent in respect of any sale of, collection from, or other realization upon, all or any part of the Intellectual Property Collateral may, in the discretion of the Collateral Agent, be held by the Collateral Agent as collateral for, and/or then or at any time thereafter applied (after payment of any amounts payable to the Collateral Agent pursuant to Section 11(b)), in whole or in part, by the Collateral Agent, for its benefit against all or any part of the Secured Obligations in such order as the Credit Agreement may require and otherwise as Borrower may elect. Any surplus of such cash or cash proceeds held by the Collateral Agent and remaining after payment in full of all of the Secured Obligations shall be paid over to Guarantor or to whomever may be lawfully entitled to receive such surplus.

(c) The Collateral Agent may exercise any and all rights and remedies of Guarantor in respect of the Intellectual Property Collateral.

(d) All payments received by Guarantor in respect of any sale, lease, transfer or other disposition of Intellectual Property Collateral (except as permitted under the Credit Agreement) shall be received in trust for the benefit of the Lenders, shall be segregated from other funds of Guarantor and shall be forthwith paid over to the Collateral Agent for the benefit of the Lenders in the same form as so received (with any necessary or desirable endorsement or assignment).

(e) Borrower hereby irrevocably constitutes and appoints the Collateral Agent and any officer of Collateral Agent with full power of substitution as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Guarantor and in the name of Guarantor or in its own name, from time to time in the Collateral Agent's discretion after the occurrence and during the continuation of an Event of Default (as defined by the Credit Agreement), for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, Guarantor hereby gives the Collateral Agent the power and right, on behalf of Guarantor,

without notice to or assent by Guarantor, to (i) assign any Intellectual Property Collateral (along with the goodwill of the business to which any Trademark pertains), throughout the world for such term or terms, on such conditions, and in such manner, as the Collateral Agent shall determine, including the execution of any assignments or agreements to assign, and (ii) to execute, file and make any filings necessary with ICANN, the U.S. Patent & Trademark Office, or the U.S. Copyright Office, or any comparable registry, office, agency or authority (domestic or foreign).

Section 11. Indemnity and Expenses.

(a) Guarantor hereby agrees to indemnify the Secured Parties from and against any and all claims, losses and liabilities arising out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement), or from any claims regarding Borrower's ownership or purported ownership of, or rights or purported rights arising from, any of the Intellectual Property Collateral, or any practice, use, license or sublicense thereof, whether arising out of any past, current or future event, circumstance, act or omission or otherwise, except claims, losses or liabilities resulting from the Collateral Agent's or any Lender's gross negligence or willful misconduct.

(b) Guarantor will, upon demand, pay to the Collateral Agent and the Lenders the amount of any and all reasonable expenses, including the reasonable fees and expenses of its counsel and of any experts, that the Collateral Agent may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use, or operation of, or the sale of, collection from or other realization upon, any of the Intellectual Property Collateral, (iii) the exercise or enforcement of any of the rights of any Secured Party hereunder or (iv) the failure by the Collateral Agent to perform or observe any of the provisions hereof.

Section 12. Security Interest Absolute. The obligations of Guarantor under this Agreement are independent of the Obligations, and a separate action or actions may be brought and prosecuted against Guarantor to enforce this Agreement, irrespective of whether any action is brought against Guarantor or whether Guarantor is joined in any such action or actions. All rights of Guarantor and the pledge and security interest created hereunder, and all obligations of Guarantor hereunder, shall be absolute and unconditional, irrespective of:

(a) any lack of validity or enforceability of any other Loan Document or any other agreement, instrument or document relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations or any other amendment, restatement or other modification or waiver of or any consent to any departure from any other Loan Document, including, without limitation, any increase in the Obligations resulting from the extension of additional credit to the Borrower or otherwise;

(c) any taking, exchange, release or non-perfection of any other collateral, or any taking, release or amendment, restatement, other modification or waiver of or consent to any departure from any guaranty, for all or any of the Obligations;

(d) any manner of application of collateral, or proceeds thereof, to all or any of the Obligations, or any manner of sale or other disposition of any collateral for all or any of the Obligations or any other assets of the Borrower;

(e) any change, restructuring or termination of the corporate structure or existence of the Borrower; or

(f) any other circumstance that might otherwise constitute a defense available to, or a discharge of, the Borrower or a third party grantor of a security interest.

Section 13. Amendments, Waivers Etc.

(a) Except as permitted by Section 5(c), no amendment or waiver of any provision of this Agreement, and no consent to any departure by Guarantor herefrom, shall in any event be effective unless the same shall be in writing and signed by Guarantor and the Agents, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(b) No failure on the part of any Secured Party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

Section 14. Addresses for Notices. All notices and other communications provided for hereunder shall be in writing in the manner provided in the Credit Agreement.

Section 15. Continuing Security Interest, Assignments. This Agreement shall create a continuing security interest in the Intellectual Property Collateral and shall remain in full force and effect until the indefeasible payment in full in cash of all of the Secured Obligations and be binding upon Guarantor and its successors and assigns.

Section 16. Release and Termination. Upon any sale, lease, transfer or other disposition of any item of Intellectual Property Collateral in accordance with the terms of the Credit Agreement, the Collateral Agent will, at Guarantor's expense, promptly execute and deliver to Guarantor such documents as Guarantor shall reasonably request to evidence the release of such item of Intellectual Property Collateral from the security interest granted hereby; provided, however, that (i) Guarantor shall have delivered to the Agents, at least ten (10) days prior to the date of the proposed release, a written request for release describing the item of Intellectual Property Collateral and the terms of the sale, lease, transfer or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a form of release for execution by the Collateral Agent and a certification by Guarantor to the effect that the transaction is in compliance with the Credit Agreement and as to such other matters as either of the Agents may reasonably request; and (ii), if required, the proceeds of any such sale, lease, transfer or other disposition are applied in accordance with Section 10.06 of the Credit Agreement (unless otherwise consented to by the Collateral Agent). Upon payment in full in cash of all of the Secured Obligations and the termination of the Commitments under the Credit Agreement, this Agreement shall be immediately terminated without further action by any Person and the Collateral Agent will, at Guarantor's expense, execute and deliver to Guarantor

such documents as Guarantor shall reasonably request to evidence the release of the Intellectual Property Collateral from such security interest, including UCC termination statements and filing a Notice of Termination at the United States Patent and Trademark Office.

Section 17. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier, facsimile or other electronic means shall be as effective as delivery of a manually executed counterpart of this Agreement. The signature of any party on this Agreement by telecopier, facsimile or other electronic means is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any party, any telecopier, facsimile or other electronic signature is to be re-executed in original form by the party which executed the telecopier, facsimile or other electronic signature. No party may raise the use of a telecopier, facsimile machine or other electronic means, or the fact that any signature was transmitted through the use of a telecopier, facsimile machine or other electronic means, as a defense to the enforcement of this Agreement.

Section 18. Governing Law; Terms. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut (without giving effect to its conflicts of law principles), except to the extent that the validity or perfection of the security interest hereunder, or remedies hereunder, in respect of the Intellectual Property Collateral are governed by the laws of a jurisdiction other than the State of Connecticut. Unless otherwise defined herein, terms used in Article 9 of the Connecticut Uniform Commercial Code are used herein as therein defined.

Section 19. Cumulative Rights. The rights and remedies of the Collateral Agent (and the Lenders) with respect to the Intellectual Property Collateral, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. This Agreement is supplemental to any other security agreement executed by Guarantor for the benefit of the Collateral Agent and/or any Lender, and nothing contained herein shall in any way derogate from any of the rights or remedies of the Collateral Agent or any Lender contained in any such other security agreement. Nothing contained in this Agreement shall be deemed to extend the time of attachment or perfection of or otherwise impair the security interest in any of the collateral granted to the Collateral Agent and/or any Lender under any other security agreement.

[Signature Page Next Follows]

[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, intending to be legally bound, the parties hereof have caused this Intellectual Property Security Agreement to be duly executed as of the date first above written.

INVESTMENT SUPPORT SYSTEMS, INC.

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

Name:

Title:

  
**Peter F. Armstrong**

**President**

WEBSTER BANK, NATIONAL ASSOCIATION,  
as Collateral Agent

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

Name:

Title:



[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, intending to be legally bound, the parties hereof have caused this Intellectual Property Security Agreement to be duly executed as of the date first above written.

INVESTMENT SUPPORT SYSTEMS, INC.

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

WEBSTER BANK, NATIONAL ASSOCIATION,  
as Collateral Agent

By: \_\_\_\_\_  
Name: *Stephanie Webster*  
Title: *Vice President*

Schedule I: Patents

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

Schedule II: Trademarks

<b>Mark</b>	<b>Description</b>	<b>Serial/Reg. Number</b>	<b>Status</b>
FUTRAK	US Trademark	77339194	Pending. This mark is in the publication stage of the application process and has not yet been registered.
<del>FUTRAK</del>	<del>Japan Trademark</del>	<del>60129136</del>	<del>Revoked/Lapsed</del>
FUTRAK	UK Trademark	N/A	Used in the UK but not registered
INSSINC	US Trademark	74287640; 1875738	Cancelled
INSSINC	Japan Trademark	74287640; 3123950; 3292927	Lapsed
ORCHESTRA	US trademark	74291105; 2099656	Cancelled

Schedule III: Copyrights

**Registered:**

<u>Title</u>	<u>Copyright Number</u>	<u>Date</u>
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 Investment Support Systems, Inc. on the copyright database but spelled correctly on the Certificate of Copyright Registration]	TX0002243238	1988

**Unregistered:**

The Debtor holds copyrights in all of the software and documentation created by or on behalf of the Debtor. Not all of these copyrights have been registered.

- (i) Product Documentation

The Debtor produces, licenses, maintains and updates documentation in the ordinary course of business.

- (ii) Implementation Tools

The Debtor develops, creates and updates marketing material in the ordinary course of business.

- (iii) Web Site

[www.inssinc.com](http://www.inssinc.com); [www.inssinc.net](http://www.inssinc.net); [www.futrak.com](http://www.futrak.com); [www.investmentsupportsystems.com](http://www.investmentsupportsystems.com)  
[www.investmentsupportsystems.net](http://www.investmentsupportsystems.net); [www.investmentsupportsystems.co.uk](http://www.investmentsupportsystems.co.uk)

(iv) Marketing Collateral

The Debtor develops, creates and updates marketing material in the ordinary course of business.

(v)

Schedule IV: Domain Names

www.inssinc.com; www.inssinc.net; www.futrak.com; www.investmentsupportsystems.com  
www.investmentsupportsystems.net; www.investmentsupportsystems.co.uk

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**EXHIBIT 1**

**ASSIGNMENT OF DOMAIN NAMES**

**WHEREAS, INVESTMENT SUPPORT SYSTEMS, INC.**, a Delaware corporation, with its principal address at 222 New Road, Parsippany, New Jersey 07054 (the "Guarantor"), has developed and used and is using the domain names (the "Domain Names") identified on the Annex hereto, and is the owner of the registrations of such Domain Names as identified on such Annex; and

**WHEREAS**, Webster Bank, National Association as collateral agent (in such capacity, the "Collateral Agent") for the lenders (the "Lenders") a party to that certain Credit Agreement of even date herewith (as amended and otherwise in effect from time to time, the "Credit Agreement") among Triple Point Technology, Inc. (the "Borrower"), the Lenders, Brown Brothers Harriman & Co. as administrative agent (in such capacity, the "Administrative Agent") and lead arranger (in such capacity, the "Lead Arranger") and Webster Bank, National Association as the Collateral Agent, as co-lead arranger (in such capacity, the "Co-Lead Arranger") and as documentation agent (in such capacity, the "Documentation Agent");

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, the Guarantor does hereby assign, sell and transfer unto the Collateral Agent for the benefit of the Lenders all right, title and interest in and to the Domain Names, together with the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Domain Names.

This Assignment of Domain Names is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by signing its acceptance of this Assignment of Domain Names below.

**IN WITNESS WHEREOF**, the Guarantor has executed this assignment, as an instrument under seal, on this \_\_\_ day of September, 2008.

**INVESTMENT SUPPORT SYSTEMS, INC.**

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

The foregoing assignment of the Domain Names by the Guarantor to the Assignee is hereby accepted as of the \_\_\_ day of August, 2008.

**WEBSTER BANK, NATIONAL ASSOCIATION AS  
COLLATERAL AGENT**

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

Name: *Stephanie Webster*

Title: *Vice President*

**TRADEMARK**

**REEL: 003855 FRAME: 0325**



ANNEX

**Domain Name(s)**

www.inssinc.com; www.inssinc.net; www.futrak.com; www.investmentsupportsystems.com  
www.investmentsupportsystems.net; www.investmentsupportsystems.co.uk

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