

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ACE*COMM Corporation		09/22/2008	CORPORATION: MARYLAND

RECEIVING PARTY DATA

Name:	BIA Digital Partners SBIC II LP
Street Address:	15120 Enterprise Court
Internal Address:	Suite 200
City:	Chantilly
State/Country:	VIRGINIA
Postal Code:	20151
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	1793482	DCMS
Registration Number:	1829246	UPS-32
Registration Number:	1903426	NETPLUS
Registration Number:	2006801	ACE*COMM
Registration Number:	2243193	N*VISION
Registration Number:	2254489	N*PILOT
Registration Number:	2309810	N*FORMAT
Registration Number:	2317135	N*PATH
Registration Number:	2307879	N*AUGMENT
Registration Number:	2258105	N*STAT
Registration Number:	2254488	N*ALARM
Registration Number:	2302752	N*REPORT
Registration Number:	2307880	N*SEARCH

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Registration Number:	2296832	N*FIX
Registration Number:	2298853	N*USAGE
Registration Number:	2726385	NEDS
Registration Number:	2654919	N*ACCESS
Registration Number:	2654920	N*AUDIT
Registration Number:	2654918	N*CONNECT
Registration Number:	2646855	N*RATE
Registration Number:	2676434	N*SCHEDULE
Registration Number:	2696393	FROM NETWORK TO KNOWLEDGE
Registration Number:	2798411	DCMS*POWER
Registration Number:	2915472	ACE COMM
Registration Number:	3166582	PARENT PATROL
Serial Number:	78770559	ENTERPRISE PATROL
Serial Number:	78770549	PLAN PATROL
Registration Number:	3225988	POWERED BY PARENT PATROL
Registration Number:	3385076	OPENARMS

CORRESPONDENCE DATA

Fax Number: (704)353-3698
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 704 331 5792
Email: donna.millard@klgates.com
Correspondent Name: Karl S. Sawyer, Jr.
Address Line 1: 214 N Tryon St., Hearst Tower 47th Floor
Address Line 2: K & L Gates LLP
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	27616.031BIA DIGITAL PART
NAME OF SUBMITTER:	Karl S. Sawyer, Jr.
Signature:	/Karl S. Sawyer, Jr./
Date:	09/24/2008

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of September 22, 2008 by and between ACE*COMM Corporation, a Maryland corporation (the "Grantor"), having its chief executive office at 704 Quince Orchard Road, Suite 100, Gaithersburg, MD 20878, and BIA DIGITAL PARTNERS SBIC II LP, a Delaware limited partnership, as collateral agent (in such capacity, the "Secured Party"), with offices at 15120 Enterprise Court, Suite 200, Chantilly, Virginia 20151, for the ratable benefit of the Holders.

This Agreement is executed pursuant to the terms of (a) the Securities Purchase Agreement dated as of September 22, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement") by and among the Borrowers, the Secured Party and the Holders party thereto and (b) the Security Agreement dated as of September 22, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") executed by the Grantors (as defined therein) in favor of the Secured Party, for the ratable benefit of the Holders. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Purchase Agreement or the Security Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Secured Party, for the ratable benefit of the Holders, a security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:


- (i) all Trademarks and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark of the Grantor (excluding trademark applications for which Grantor has not filed and had accepted under applicable law a "Statement of Use" or "Amendment to Allege Use"), including, without limitation, each Trademark listed on Schedule A;
- (ii) all claims by the Grantor against third parties (a) for past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark listed on Schedule A or (b) injury to the goodwill associated with any Trademark; and
- (iii) all products and proceeds of the foregoing.

The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

TELESCIENCES, INC., as Grantor

By: 
Name: Steve M. Dubnik
Title: Authorized Signatory

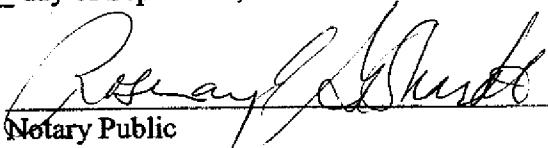
ACKNOWLEDGMENT

STATE OF New York

COUNTY OF Monroe

I, Rosemary Gebhardt, a Notary Public for said County and State, do hereby certify that Steve M. Dubnik personally appeared before me this day and stated that he is an Authorized Signatory of Telesciences, Inc. and acknowledged, on behalf of Telesciences, Inc. the due execution of the foregoing instrument.

Witness my hand and official seal, this 22nd day of September, 2008.


Notary Public

My commission expires:

10/10/09

ROSEMARY E GEBHART
Notary Public - State of New York
Reg. No. 01056050372
My Commission Expires October 10, 2009

Agreed and Accepted as of the date
first above written.

BIA DIGITAL PARTNERS SBIC II LP,
as Secured Party

By: BIA Digital Partners II LLC
Its: General Partner

By: Lloyd R. Sams

Name: Lloyd R. Sams
Title: Member

[Trademark Security Agreement]

Schedule A to Trademark Security Agreement

ACE*COMM CORPORATION TRADEMARKS

Jurisdiction/Property Type	Mark	Application # or Registration #	Date Filed or Date Registered
U.S. Trademark	DCMS	1,793,482	09/21/93
European Trademark	DCMS	1126523	02/16/01
U.S. Trademark	UPS-32	1,829,246	04/05/94
U.S. Trademark	NETPLUS	1,903,426	07/04/95
CTM	ACE*COMM NETWORK BUSINESS INTELLIGENCE	4907259	03/08/07
U.S. Trademark	ACE*COMM	2,006,801	10/08/96
Canadian Trademark	ACE*COMM	518,193	10/19/99
European Trademark	ACE*COMM	322,396	05/06/98
Indonesian Trademark	ACE*COMM	402897	11/03/97
Chinese Trademark	ACE*COMM	1526152	02/21/01
Malaysian Trademark	ACE*COMM	9700302	12/14/01
Philippine Trademark	ACE*COMM	4-1997-118732	08/24/03
U.S. Trademark	N*VISION	2,243,193	05/04/99
U.S. Trademark	N*PILOT	2,254,489	06/15/99
U.S. Trademark	N*FORMAT	2,309,810	01/18/00
U.S. Trademark	N*PATH	2,317,135	02/08/00
U.S. Trademark	N*AUGMENT	2,307,879	01/11/00
U.S. Trademark	N*STAT	2,258,105	06/29/99
U.S. Trademark	N*ALARM	2,254,488	06/15/99
U.S. Trademark	N*REPORT	2,302,752	12/21/99
U.S. Trademark	N*SEARCH	2,307,880	01/11/00
U.S. Trademark	N*FIX	2,296,832	11/30/99
U.S. Trademark	N*USAGE	2,298,853	12/07/99
U.S. Trademark	NEDS	2,726,385	06/17/03
U.S. Trademark	N*ACCESS	2,654,919	11/26/02

Jurisdiction/Property Type	Mark	Application # or Registration #	Date Filed or Date Registered
U.S. Trademark	N*AUDIT	2,654,920	11/26/02
U.S. Trademark	N*CONNECT	2,654,918	11/26/02
U.S. Trademark	N*RATE	2,646,855	11/05/02
U.S. Trademark	N*SCHEDULE	2,676,434	01/21/03
U.S. Trademark	FROM NETWORK TO KNOWLEDGE	2,696,393	03/11/03
U.S. Trademark	DCMS*POWER	2,798,411	12/23/03
U.S. Trademark	ACE COMM (and design)	2,915,472	01/04/05
Canadian Trademark	PARENT PATROL	1278003	10/26/05
CTM	PARENT PATROL	4713137	08/25/06
U.S. Trademark	PARENT PATROL	3166582	10/31/06
Canadian Trademark	POWERED BY PARENT PATROL and Design	1281224	01/16/2006
CTM	POWERED BY PARENT PATROL and Design	4743845	11/30/06
U.S. Trademark	ENTERPRISE PATROL	78/770,559	12/09/05
U.S. Trademark	PLAN PATROL	78/770,549	12/09/05
U.S. Trademark	POWERED BY PARENT PATROL & Design	3225988	04/03/07
Canada Trademark	HYPERCONVERGENT MEDIATION	1301640	05/23/06
CTM	ACE*COMM NETWORK BUSINESS INTELLIGENCE	4907259	03/08/07
U.S. Trademark	OPENARMS	3385076	02/19/08
Mexican Trademark	ACE*COMM	958221	10/19/96

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