

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
Daylight Forensic and Advisory L.L.C.		09/09/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	ORIX Venture Finance LLC		
Street Address:	245 Park Avenue		
Internal Address:	19th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77386923	MANAGE WITH INSIGHT	
Serial Number:	76684217	STAR-SUSPICIOUS TRANSACTION ANALYSIS AND REPORTING	
Serial Number:	76684216	KYP	
Serial Number:	77222707	ESI INSIGHT	
CORRESPONDENCE DATA			
Fax Number:	(703)415-1557		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	703-415-1555		
Email:	mail@specializedpatent.com		
Correspondent Name:	Christopher E. Kondracki		
Address Line 1:	2001 Jefferson Davis, Hwy., Suite 1007		
Address Line 4:	Arlington, VIRGINIA 22202		
ATTORNEY DOCKET NUMBER:	8090806		

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NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	09/26/2008
Total Attachments: 7 source=Daylight#page1.tif source=Daylight#page2.tif source=Daylight#page3.tif source=Daylight#page4.tif source=Daylight#page5.tif source=Daylight#page6.tif source=Daylight#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of September 9, 2008 by and among **Daylight Forensic and Advisory L.L.C.**, a Delaware limited ("Grantor"), and **ORIX Venture Finance LLC** ("ORIX"), with reference to the following facts:

A. ORIX and Grantor are parties to that certain Loan and Security Agreement dated as of September 9, 2008 (as amended from time to time, the "Loan Agreement"). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to ORIX a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its "Obligations" as defined in the Loan Agreement, Grantor grants to ORIX a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property (subject to the proviso in Section 2.1 of the Loan Agreement), including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, mask works, software, computer programs and other works of authorship listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending applications for registration owned by, controlled by, or licensed to Grantor, and with respect to such licenses, are material to the operation of Grantor's business (ii) listed on Schedule B are all patents and published patent applications owned by, controlled by, or licensed to Grantor, and with respect to such licenses, are material to the operation of Grantor's business, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned by, controlled by, or licensed to Grantor which are registered with the United States Copyright Office, and with respect to such licenses, are material to the operation of Grantor's business.

3. Grantor shall not, hereafter, register any mask works, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing ORIX

with at least 15 days prior written notice thereof, (ii) providing ORIX with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as ORIX may reasonably request from time to time to perfect or continue the perfection of ORIX's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to ORIX identifying the mask works, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of ORIX.

4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and ORIX's rights hereunder and under the Loan Agreement are cumulative. Notwithstanding the foregoing, in the event of any conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall control. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of ORIX and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of New York.

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Grantor:

DAYLIGHT FORENSIC AND ADVISORY L.L.C.

By 

Chief Executive Officer,
Chief Operating Officer or
Chief Financial Officer

By 

Secretary or Ass't Secretary

Address:

One Rockefeller Plaza
New York, New York 10020

ORIX:

ORIX VENTURE FINANCE LLC

By _____

Kevin P. Sheehan,
President and CEO

Address of ORIX:

245 Park Avenue, 19th Floor
New York, New York 10167

Grantor:

DAYLIGHT FORENSIC AND ADVISORY L.L.C.

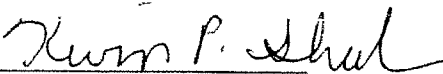
By _____
Chief Executive Officer,
Chief Operating Officer or
Chief Financial Officer

By _____
Secretary or Ass't Secretary

Address:
One Rockefeller Plaza
New York, New York 10020

ORIX:

ORIX VENTURE FINANCE LLC

By 
Kevin P. Sheehan,
President and CEO

Address of ORIX:
245 Park Avenue, 19th Floor
New York, New York 10167

SCHEDULE A

Trademarks

U.S. Trademark Applications

Mark	Application Number	Filing Date	Description
MANAGE WITH INSIGHT	77/386,923	02/01/2008	Existing use of the Mark in commerce in connection with services.
STAR-SUSPICIOUS TRANSACTION ANALYSIS AND REPORTING	76/684,217	11/20/2007	Intent to use the Mark in commerce in connection with the services.
KYP	76/684,216	11/20/2007	Intent to use the Mark in commerce in connection with the services.
ESI INSIGHT	77/222,707	07/05/2007	INSIGHT is computer software used to tag and export documents and meta data relating to investigations or litigations.

U.S. Trademark Registrations

NONE.

SCHEDULE B

Patents and Patent Applications

Title	Application Number	Application Date	Description
SYSTEM AND METHOD FOR CASE MANAGEMENT	61/006,342	01/07/2008	The present application is directed to a system and method of case management.

SCHEDULE C

Copyrights

None.