

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	First Amendment to IP Security Agreement to that certain Revolving Credit, Term Loan and Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Martin and Associates, Inc.	FORMERLY Martin Group, Inc.	09/17/2008	CORPORATION: SOUTH DAKOTA

**RECEIVING PARTY DATA**

<b>Name:</b>	CapitalSource Finance LLC
<b>Street Address:</b>	4445 Willard Avenue, 12th Floor
<b>City:</b>	Chevy Chase
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	20815
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Serial Number:	78439507	SWITCHMAXX
Serial Number:	78439602	UNIFIED SELF-CARE

**CORRESPONDENCE DATA**

Fax Number: (214)758-1550  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 2147581500  
 Email: estafford@pattonboggs.com  
 Correspondent Name: Elizabeth A. Stafford, IP Specialist  
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 Address Line 2: Patton Boggs LLP  
 Address Line 4: Dallas, TEXAS 75201

<b>ATTORNEY DOCKET NUMBER:</b>	013043.0284
<b>NAME OF SUBMITTER:</b>	Elizabeth A. Stafford, IP Specialist

OP \$65.00 78439507

Signature:	/Elizabeth A. Stafford, IP Specialist/
Date:	11/04/2008
Total Attachments: 6 source=IP security agmt#page1.tif source=IP security agmt#page2.tif source=IP security agmt#page3.tif source=IP security agmt#page4.tif source=IP security agmt#page5.tif source=IP security agmt#page6.tif	

**FIRST AMENDMENT TO**  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement (the "Amendment") is made and effective as of September 17, 2008, by MARTIN AND ASSOCIATES, INC. (successor by merger to MARTIN GROUP, INC.), a Delaware corporation ("Martin"), and DATEN TELECOMMUNICATION SERVICES, INC. (f/k/a GEOECONOMICS, INC.), a Montana corporation ("Sub" together with Martin, and including any of their respective successors or permitted assignees, each a "Grantor" and collectively the "Grantors"), in favor of CAPITALSOURCE FINANCE LLC, a Delaware limited liability company, as agent for the Lenders (as defined in the Loan Agreement (as defined below)) (in such capacity, the "Agent"). Capitalized terms used in this Amendment and not otherwise defined shall have the respective meanings ascribed to such terms in the IP Security Agreement, and if not defined therein, in the Loan Agreement.

**RECITALS**

**WHEREAS**, pursuant to that certain Revolving Credit, Term Loan and Security Agreement, dated as of October 22, 2004, by and among the Grantor, the Agent and the Lenders (as it has been and may be amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), the Lenders have agreed, subject to the terms and conditions set forth therein, to lend to the Grantor certain amounts pursuant to a revolving credit facility and a term loan (collectively, the "Loans"); and

**WHEREAS**, Grantor and Agent entered into that certain Intellectual Property Security Agreement dated as of October 22, 2004 (the "IP Security Agreement"), a copy of which is attached hereto as Exhibit A; and

**WHEREAS**, Grantor has acquired a Patent application and additional Trademarks, which, pursuant to the terms of the Loan Agreement, are Collateral securing the Obligations;

**NOW, THEREFORE**, in consideration of the willingness of the Agent and the Lenders to enter into various Loan Documents and to agree, subject to the terms and conditions set forth therein, to make the Loans to the Grantors pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Patent Schedule**. Schedule B to the IP Security Agreement shall be and hereby is amended to add thereto the Patent Collateral set forth on Schedule A to this Amendment.
2. **Trademark Schedule**. Schedule C to the IP Security Agreement shall be and hereby is amended to add thereto the Trademark Collateral set forth on Schedule B to this Amendment.

3. Miscellaneous.

(a) This Amendment has been entered into in conjunction with the provisions of and the security interest granted to the Agent, for the ratable benefit of the Lenders, under the Loan Agreement. The rights and remedies of the Grantor and the Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this Amendment are deemed to conflict with the Loan Agreement or the other Loan Documents, the provisions of the Loan Agreement or the other Loan Documents shall govern.

(b) This Amendment may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Intellectual Property Security Agreement as of the date first written above.

**GRANTOR:**

**MARTIN AND ASSOCIATES, INC. (successor  
by merger to Martin Group, Inc.)**


By: Jim C Odom  
Name: Jim C Odom  
Title: CEO

**DATEN TELECOMMUNICATION  
SERVICES, INC. (f/k/a GEOECONOMICS,  
INC.)**

By: Jim C Odom  
Name: Jim C Odom  
Title: CEO

**AGENT:**

**CAPITALSOURCE FINANCE LLC**

By:   
Name: Peggy Balsawer  
Title: Associate General Counsel  
Corporate Finance

**SCHEDULE A**

**PATENT COLLATERAL**

**Pending Patent Applications**

<b>PATENT APPLICATION</b>	<b>SERIAL NUMBER</b>	<b>DATE</b>	<b>STATUS</b>
Method and System for Ordering, Billing and Provisioning via a Communications Network	60/509,993	Filed 10/9/2003	Pending

**SCHEDULE B**

**TRADEMARK COLLATERAL**

Registered Trademarks

<b>TRADEMARK</b>	<b>SERIAL NUMBER</b>	<b>REGISTRATION DATE</b>
Switchmaxx	78439507	June 22, 2004
Unified Self Care	78439602	June 22, 2004