

**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
SOFTCHOICE CORPORATION		01/30/2009	CORPORATION: CANADA

**RECEIVING PARTY DATA**

Name:	BANK OF AMERICA, N.A. (acting through its Canada branch), as Agent for itself and on behalf of the Lenders
Street Address:	200 FRONT STREET W.
Internal Address:	SUITE 2700
City:	TORONTO
State/Country:	CANADA
Postal Code:	M5V 3L2
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	3024086	ANSWERING YOUR TECHNOLOGY NEEDS
Registration Number:	1785940	SOFTCHOICE
Registration Number:	3385280	SOFTCHOICE LIVEQUOTE
Registration Number:	2982834	SOFTCHOICE SPIDER
Registration Number:	3102890	SOFTCHOICE XTEND

**CORRESPONDENCE DATA**

Fax Number: (213)226-4028  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (213) 488-7100  
 Email: kevin.davis@pillsburylaw.com  
 Correspondent Name: ANNA PARK, ESQ.  
 Address Line 1: PILLSBURY WINTHROP SHAW PITTMAN LLP  
 Address Line 2: 725 SOUTH FIGUEROA STREET, SUITE 2800  
 Address Line 4: LOS ANGELES, CALIFORNIA 90017-5406

CH \$140.00 3024086

ATTORNEY DOCKET NUMBER:

081681-0000036

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

ANNA PARK

Signature:

/Anna Park/

Date:

02/13/2009

**Total Attachments: 6**

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement"), dated as of January 30, 2009, between Softchoice Corporation, a Canadian corporation (the "Grantor"), and Bank of America, N.A. (acting through its Canada branch) as agent for itself and on behalf of the Lenders (as herein defined) (the "Agent");

WITNESSETH:

WHEREAS, pursuant to a loan and security agreement dated as of January 30, 2009 between, amongst others, the Grantor, as borrower, the Agent on behalf of itself as lender and the financial institutions named from time to time therein as lenders (collectively the "Lenders"), as the same may be amended, supplemented, revised, restated or replaced from time to time (the "Loan and Security Agreement"), the Lenders have agreed to make extensions of credit to the Grantor subject to the terms and provisions of the Loan and Security Agreement;

AND WHEREAS, in connection with the Loan and Security Agreement, the Grantor has executed and delivered a general security agreement, dated as of January 30, 2009 (together with all amendments, supplements, reinstatements and other modifications, if any, from time to time made thereto, the "Security Agreement");

AND WHEREAS, as a condition precedent to the making of the loans on the closing date under the Loan and Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Lenders a continuing security interest in all of the Trademark Collateral (as hereinafter defined) to secure all of the Obligations of the Grantor;

AND WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan and Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the payment and performance of all of the Obligations of the Grantor, the Grantor does hereby mortgage, pledge and hypothecate to the Agent and grant to the Agent, for its own benefit and on behalf of the Lenders, a security interest in all of the following property (the "Trademark Collateral"), now owned and existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear and designs (all of the foregoing items in this clause (a) being collectively called a

"Trademark"), now existing anywhere in the world whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications with the Canadian Trademarks Office or in any office or agency of the United States of America or any foreign country, including those referred to in Schedule "A" hereto and all reissues, extensions or renewals thereof;

(b) all trademark licenses and other agreements providing the Grantor with the right to use any of the items described in clause (a), including each Trademark license referred to in Schedule "A" hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and to the extent applicable, clause (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration, or Trademark license referred to in Schedule "A" hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Agent and the Lenders in the Trademark Collateral relating to the Trademarks referred to in Number 1 of Schedule "A" with the Canadian Trademarks Office, and recording the security interest of the Agent and the Lenders in the Trademark Collateral relating to the Trademarks referred to in Number 2 of Schedule "A" with the United States Patent and Trademark Office, in each case to the extent it may be so registered therein. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent and the Lenders for each of their benefit under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent and Lenders) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full of all Obligations and the termination of the Loan and Security Agreement, the Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on any security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan and Security Agreement, etc. Notwithstanding any other term or provision hereof, in the event that any provisions hereof contradict and are incapable of being construed in conjunction with the provisions of the Loan and Security Agreement, the provisions of the Loan and Security Agreement shall take precedence over those contained herein and, in particular, if any act of the Grantor is expressly permitted under the Loan and Security Agreement but is prohibited hereunder, any such act shall be permitted hereunder and any encumbrance expressly permitted under the Loan and Security Agreement to exist or to remain outstanding shall be permitted hereunder and thereunder. This instrument, document or agreement may be sold, assigned or transferred by the Agent and the Lenders in accordance with the terms of the Loan and Security Agreement.

SECTION 7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York and the laws of the United States of America applicable therein.

SECTION 8. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and first year above written.

**SOFTCHOICE CORPORATION, as Grantor**

Per:  \_\_\_\_\_

Name: Anne Brace

Title: Chief Financial Officer

**BANK OF AMERICA, N.A. (acting through  
its Canada branch), as Agent**

Per: \_\_\_\_\_

Name: Medina Sales De Andrade

Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and first year above written.

**SOFTCHOICE CORPORATION, as Grantor**

Per: \_\_\_\_\_

Name: Anne Brace

Title: Chief Financial Officer

**BANK OF AMERICA, N.A. (acting through  
its Canada branch), as Agent**

Per: \_\_\_\_\_

Name: Medina Sales De Andrade

Title: Vice President

Signature Page to Trademark Security Agreement - Softchoice Corporation (Canada)

**TRADEMARK**  
**REEL: 003936 FRAME: 0059**

**SCHEDULE "A"**

**U.S. TRADEMARK APPLICATIONS AND REGISTRATIONS OF SOFTCHOICE CORPORATION**

<b>Mark</b>	<b>U.S. Reg. Number</b>	<b>Issue Date</b>
ANSWERING YOUR TECHNOLOGY NEEDS	3,024,086	12/06/2005
SOFTCHOICE	1,785,940	08/03/1993
SOFTCHOICE LIVEQUOTE	3,385,280	02/19/2008
SOFTCHOICE SPIDER	2,982,834	08/09/2005
SOFTCHOICE XTEND	3,102,890	06/13/2006

600721696v2  
QBN7262067.1

**RECORDED: 02/13/2009**

**TRADEMARK  
REEL: 003936 FRAME: 0060**