

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TOTAL OUTSOURCED SYSTEMS, INC.		03/27/2009	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054-1191		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3464341	CXP	
Registration Number:	3464340	CUSTOMER EXPERIENCE PLATFORM	
Registration Number:	3117190	SERVICE INTERVENTION	
Registration Number:	3141578	SENTO	
Registration Number:	3257060	SENTO	
CORRESPONDENCE DATA			
Fax Number:	(949)720-0182		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	trademark@buchalter.com		
Correspondent Name:	Sandra P. Thompson		
Address Line 1:	18400 Von Karman Avenue, Suite 800		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	S4132-0072		

CH \$140.00 3464341

NAME OF SUBMITTER:	Sandra P. Thompson
Signature:	/Sandra P. Thompson/
Date:	04/01/2009

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Intellectual Property Security Agreement") is entered into as of March 27, 2009 by and between SILICON VALLEY BANK ("Lender") and TOTAL OUTSOURCED SYSTEMS, INC., a North Carolina corporation ("Grantor").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor, as Borrower thereunder, dated concurrently herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement.

B. Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Lender, Grantor hereby represents and warrants, to its actual knowledge, and covenants and agrees as follows:

AGREEMENT

1. To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Lender and Grantor, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its intellectual property collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibit A, Exhibit B and Exhibit C hereto, to the full extent such rights, title and interest are transferable), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

2. This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Lender as a matter of

law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

3. To the full extent permitted by any applicable law, Grantor shall register or cause to be registered on an expedited basis with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, any intellectual property rights it deems necessary for the operation of the Grantor's business, which may include those listed on Exhibit A, Exhibit B, and Exhibit C attached hereto and any other intellectual property rights of Grantor.

4. Grantor covenants and agrees, that from time to time hereafter Grantor shall register on an expedited basis such additional intellectual property developed or acquired by Grantor in connection with any product prior to the sale or licensing of such product to any third party or inclusion of such product in any other product sold or licensed to any third party. Failure by Grantor to register any such additional intellectual property pursuant to this Intellectual Property Security Agreement shall constitute an Event of Default (as defined in the Loan Agreement).

[Signature Page Immediately Follows]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:
3645 Trust Drive
Raleigh, NC 27616

TOTAL OUTSOURCED SYSTEMS, INC.

By: Thomas Rowley
Title: President + CEO

LENDER:

Address of Lender:
3003 Tasman Drive
Santa Clara, CA 95054

SILICON VALLEY BANK

By: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:
3645 Trust Drive
Raleigh, NC 27616

TOTAL OUTSOURCED SYSTEMS, INC.

By: _____
Title: _____

BANK:

Address of Bank:
3003 Tasman Drive
Santa Clara, CA 95054

SILICON VALLEY BANK

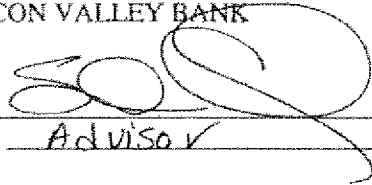
By: 
Title: Advisor

EXHIBIT A
Copyrights

Description

Registration
Number

Registration
Date

NONE

EXHIBIT B
Patents

Description

NONE

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT C
Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
CXP	3,464,341	07/08/2008
Customer Experience Platform	3,464,340	07/08/2008
Service Intervention	3,117,190	07/18/2006
Sento	3,141,578	09/12/2006
Sento and Design	3,257,060	06/26/2007