

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
Omnilink Systems Inc.		04/27/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Partners for Growth II, L.P.		
Street Address:	180 Pacific Avenue		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78873454	FOCALPOINT	
Serial Number:	78805380	I	
Serial Number:	78626004	OMNILINK	
CORRESPONDENCE DATA			
Fax Number:	(415)738-5371		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415-381-3283		
Email:	bg2@greenspan.org		
Correspondent Name:	Benjamin Greenspan		
Address Line 1:	620 Laguna Road		
Address Line 2:	620 Laguna Road		
Address Line 4:	Mill Valley, CALIFORNIA 94941		
ATTORNEY DOCKET NUMBER:	PFG-OMNILINK		
NAME OF SUBMITTER:	Benjamin Greenspan		

OP \$90.00 78873454

900132873

**TRADEMARK
 REEL: 003978 FRAME: 0656**

Signature:	/bg2/
Date:	04/29/2009
Total Attachments: 3 source=Final trademark notice#page1.tif source=Final trademark notice#page2.tif source=Final trademark notice#page3.tif	

TRADEMARK COLLATERAL AGREEMENT AND NOTICE

This Trademark Collateral Agreement and Notice dated as of April 27, 2009, is between Omnalink Systems Inc., a Delaware corporation with its principal place of business at 6120 Winward Parkway, Suite 100, Alpharetta, GA 30005 ("Assignor") and Partners for Growth II, L.P., 180 Pacific Avenue, San Francisco, CA 94111 ("Assignee") pursuant to a Loan and Security Agreement dated April 27, 2009, by and among Assignor and Assignee and pursuant to certain other loan documents referenced therein (collectively, the "Loan Documents").

WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in a certain Intellectual Property Security Agreement (the "Security Agreement") in favor of the Assignee dated April 27, 2009, by and among Assignor and Assignee;

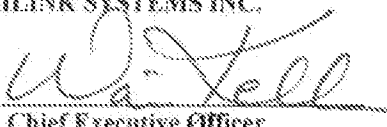
NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

Executed as of the date first above written.

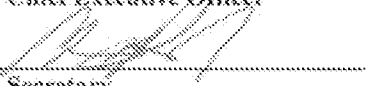
Assignor:

OMNILINK SYSTEMS INC.

By


Chief Executive Officer

By


Secretary

Assignee:

PARTNERS FOR GROWTH II, L.P.

By

Name:

Title: Manager, Partners for Growth II, LLC
Its General Partner

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Executed as of the date first above written.

Assignor:


OMNILINK SYSTEMS INC.

By _____
Chief Executive Officer

By _____
Secretary

Assignee:

PARTNERS FOR GROWTH II, L.P.

By  _____

Name: Andrew W. Kohn

Title: Manager, Partners for Growth II, LLC
Its General Partner

EXHIBIT 1
Omnilink Systems Inc.

Trademark Schedule

Trademark	Serial No.	Filing Date	Registration No.	Registration Date	International Class
FOCALPOINT	78/873,454	5/1/2006			9, 35, 38 and 45
I	78/805,380	2/2/2006			9, 35, 38, and 45
OMNILINK	78/626,004	5/9/2005	3,156,898	10/17/2006	35, 38 and 45