

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

| SUBMISSION TYPE:   | NEW ASSIGNMENT                           |  |                                     |               |               |                 |                      |                        |            |                      |                                    |                     |                      |              |  |                          |                  |            |                                     |
|--|--|--|-------------------------------------|---------------|---------------|-----------------|----------------------|------------------------|------------|----------------------|------------------------------------|---------------------|----------------------|--------------|--|--------------------------|------------------|------------|-------------------------------------|
| NATURE OF CONVEYANCE:  | Intellectual Property Security Agreement |  |                                     |               |               |                 |                      |                        |            |                      |                                    |                     |                      |              |  |                          |                  |            |                                     |
| CONVEYING PARTY DATA   |  |  |                                     |               |               |                 |                      |                        |            |                      |                                    |                     |                      |              |  |                          |                  |            |                                     |
| <table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>IT FINANCIAL SOLUTIONS</td> <td></td> <td>04/29/2009</td> <td>LIMITED LIABILITY COMPANY: GEORGIA</td> </tr> <tr> <td>CANVAS SYSTEMS, LLC</td> <td></td> <td>04/29/2009</td> <td>LIMITED LIABILITY COMPANY: GEORGIA</td> </tr> <tr> <td>CALYPSO HOLDING CO., LLC</td> <td></td> <td>04/29/2009</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </tbody> </table> |  |  |                                     | Name          | Formerly      | Execution Date  | Entity Type          | IT FINANCIAL SOLUTIONS |            | 04/29/2009           | LIMITED LIABILITY COMPANY: GEORGIA | CANVAS SYSTEMS, LLC |                      | 04/29/2009   | LIMITED LIABILITY COMPANY: GEORGIA                 | CALYPSO HOLDING CO., LLC |                  | 04/29/2009 | LIMITED LIABILITY COMPANY: DELAWARE |
| Name   | Formerly                                 | Execution Date                                     | Entity Type                         |               |               |                 |                      |                        |            |                      |                                    |                     |                      |              |  |                          |                  |            |                                     |
| IT FINANCIAL SOLUTIONS   |  | 04/29/2009   | LIMITED LIABILITY COMPANY: GEORGIA  |               |               |                 |                      |                        |            |                      |                                    |                     |                      |              |  |                          |                  |            |                                     |
| CANVAS SYSTEMS, LLC  |  | 04/29/2009   | LIMITED LIABILITY COMPANY: GEORGIA  |               |               |                 |                      |                        |            |                      |                                    |                     |                      |              |  |                          |                  |            |                                     |
| CALYPSO HOLDING CO., LLC   |  | 04/29/2009   | LIMITED LIABILITY COMPANY: DELAWARE |               |               |                 |                      |                        |            |                      |                                    |                     |                      |              |  |                          |                  |            |                                     |
| RECEIVING PARTY DATA   |  |  |                                     |               |               |                 |                      |                        |            |                      |                                    |                     |                      |              |  |                          |                  |            |                                     |
| <table border="1"> <tr> <td>Name:</td> <td>SUNTRUST BANK</td> </tr> <tr> <td>Street Address:</td> <td>25 Park Place</td> </tr> <tr> <td>Internal Address:</td> <td>23rd Floor</td> </tr> <tr> <td>City:</td> <td>Atlanta</td> </tr> <tr> <td>State/Country:</td> <td>GEORGIA</td> </tr> <tr> <td>Postal Code:</td> <td>30303</td> </tr> <tr> <td>Entity Type:</td> <td>Banking: GEORGIA</td> </tr> </table>  |  |  |                                     | Name:         | SUNTRUST BANK | Street Address: | 25 Park Place        | Internal Address:      | 23rd Floor | City:                | Atlanta                            | State/Country:      | GEORGIA              | Postal Code: | 30303  | Entity Type:             | Banking: GEORGIA |            |                                     |
| Name:  | SUNTRUST BANK                            |  |                                     |               |               |                 |                      |                        |            |                      |                                    |                     |                      |              |  |                          |                  |            |                                     |
| Street Address:  | 25 Park Place                            |  |                                     |               |               |                 |                      |                        |            |                      |                                    |                     |                      |              |  |                          |                  |            |                                     |
| Internal Address:  | 23rd Floor                               |  |                                     |               |               |                 |                      |                        |            |                      |                                    |                     |                      |              |  |                          |                  |            |                                     |
| City:  | Atlanta                                  |  |                                     |               |               |                 |                      |                        |            |                      |                                    |                     |                      |              |  |                          |                  |            |                                     |
| State/Country:   | GEORGIA                                  |  |                                     |               |               |                 |                      |                        |            |                      |                                    |                     |                      |              |  |                          |                  |            |                                     |
| Postal Code:   | 30303                                    |  |                                     |               |               |                 |                      |                        |            |                      |                                    |                     |                      |              |  |                          |                  |            |                                     |
| Entity Type:   | Banking: GEORGIA                         |  |                                     |               |               |                 |                      |                        |            |                      |                                    |                     |                      |              |  |                          |                  |            |                                     |
| PROPERTY NUMBERS Total: 3  |  |  |                                     |               |               |                 |                      |                        |            |                      |                                    |                     |                      |              |  |                          |                  |            |                                     |
| <table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>2698274</td> <td>IHAVEIT</td> </tr> <tr> <td>Registration Number:</td> <td>2817704</td> <td>IHAVEIT</td> </tr> <tr> <td>Registration Number:</td> <td>3198450</td> <td>FULL-CYCLE TECHNOLOGY VALUE MANAGEMENT SPECIALISTS</td> </tr> </tbody> </table>   |  |  |                                     | Property Type | Number        | Word Mark       | Registration Number: | 2698274                | IHAVEIT    | Registration Number: | 2817704                            | IHAVEIT             | Registration Number: | 3198450      | FULL-CYCLE TECHNOLOGY VALUE MANAGEMENT SPECIALISTS |                          |                  |            |                                     |
| Property Type  | Number                                   | Word Mark  |                                     |               |               |                 |                      |                        |            |                      |                                    |                     |                      |              |  |                          |                  |            |                                     |
| Registration Number:   | 2698274                                  | IHAVEIT  |                                     |               |               |                 |                      |                        |            |                      |                                    |                     |                      |              |  |                          |                  |            |                                     |
| Registration Number:   | 2817704                                  | IHAVEIT  |                                     |               |               |                 |                      |                        |            |                      |                                    |                     |                      |              |  |                          |                  |            |                                     |
| Registration Number:   | 3198450                                  | FULL-CYCLE TECHNOLOGY VALUE MANAGEMENT SPECIALISTS |                                     |               |               |                 |                      |                        |            |                      |                                    |                     |                      |              |  |                          |                  |            |                                     |
| CORRESPONDENCE DATA  |  |  |                                     |               |               |                 |                      |                        |            |                      |                                    |                     |                      |              |  |                          |                  |            |                                     |
| <p>Fax Number: (404)439-1819</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: (404) 873-8500</p> <p>Email: portia.gordon@agg.com</p> <p>Correspondent Name: Anisa I. Abdullahi</p> <p>Address Line 1: 171 17th Street, NW</p>   |  |  |                                     |               |               |                 |                      |                        |            |                      |                                    |                     |                      |              |  |                          |                  |            |                                     |

CH \$90.00 2698274

900133622

TRADEMARK  
REEL: 003983 FRAME: 0984

Address Line 2: Suite 2100  
Address Line 4: Atlanta, GEORGIA 30363

ATTORNEY DOCKET NUMBER: 14686-52

NAME OF SUBMITTER: Anisa I. Abdullahi

Signature: /aia/

Date: 05/07/2009

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into, as of April 29, 2009, by IT FINANCIAL SOLUTIONS, LLC, a Georgia limited liability company ("ITFS"), CANVAS SYSTEMS, LLC, a Georgia limited liability company ("Canvas"), and CALYPSO HOLDING CO., LLC, a Delaware limited liability company ("Calypso"), and together with ITFS and Canvas, collectively, the "Debtors", to SUNTRUST BANK, a Georgia banking corporation ("Secured Party").

### RECITALS

I. Secured Party has agreed to make loans to ITFS and Canvas, which loans are to be guaranteed by Calypso and as are more specifically evidenced by that certain Credit Agreement executed by and between Debtors and Secured Party of even date hereof (as the same may be amended, modified, extended, renewed, replaced and supplemented from time to time, the "Credit Agreement"). Capitalized terms not defined herein shall have the meaning ascribed thereto in the Credit Agreement.

II. Pursuant to the terms of the Credit Agreement, Debtors are required to secure their obligations with the grant of the security interest herein contained.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### AGREEMENT

1. Grant of Security Interest. To secure the prompt, full and complete payment and performance of the Credit Party Obligations or other obligations of Debtors under the Credit Agreement (the "Obligations"), both now existing and hereafter arising, and Debtors' other existing and future representations, warranties and covenants under the Loan Documents, each Debtor grants and pledges to Secured Party a security interest in all of such Debtor's right, title and interest in, to and under its present, existing and hereafter acquired Intellectual Property Collateral (including, without limitation, those copyrights, patents and trademarks listed on Exhibits "A", "B" and "C" attached hereto), together with all proceeds and products 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. As used herein, "Intellectual Property Collateral" means, as to each Debtor, all of such Debtor's right, title and interest in and to its intellectual property, including without limitation, the following: (i) copyrights, trademarks and patents; (ii) any and all trade secrets, and any and all intellectual property rights in software and software products now or hereafter existing, created, acquired or held; (iii) any and all design rights which may be available to such Debtor now or hereafter existing, created, acquired or held; (iv) any and all mask works or similar rights now or hereafter existing, created, acquired or held; (v) any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above; (vi) all licenses or other rights to use any of the copyrights, patents or trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights; (vii) all amendments, renewals, re-issues, divisions, continuations and extensions of any of the copyrights, trademarks or patents; and (viii) all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, Intellectual Property Collateral shall not include, and no Debtor shall be deemed to have granted a security interest in:

(A) any rights or interests in any license, contract or agreement (other than any licenses, contracts or agreements (i) pursuant to which any Debtor generates Accounts, to the extent that the Accounts subject to such restrictions exceed 10% of all of the Accounts of the Debtors, or (ii) that govern the purchase by any Debtor of Inventory, or the storage, care or other use thereof, to the extent that the Inventory subject to such restrictions exceeds 10% of all of the Inventory of the Debtors (excluding, for the avoidance of doubt, inventory owned by another Person and held by a Debtor pursuant to a consignment agreement), or (iii) that purport to place such restrictions on any material property of any Debtor, and Debtors represent that they have not entered into, and covenant that they will not enter into, any such licenses, contracts or agreements that purport to place such restrictions on more than 10% of all of the Accounts of the Debtors, or more than 10% of all of the Inventory of Debtors (excluding, for the avoidance of doubt, inventory owned by another Person and held by a Debtor pursuant to a consignment agreement), or any material property of the Debtors), to which such Debtor is a party to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement, result in a breach of the terms of, or constitute a default under, such license, lease, contract or agreement (other than to the extent that any such term would be rendered ineffective pursuant to 9-406, 9-407 or 9-408 of the UCC or other applicable law), *provided that*, such prohibition has not been, is not or under applicable law cannot be waived or the consent of the other party to such agreement has not been or is not otherwise obtained;

(B) any intent-to-use trademark applications; or

(C) any rights or property to the extent that any valid and enforceable law or regulation applicable to such rights or property prohibits the creation of a security interest in such rights or property (other than to the extent that any such term would be rendered ineffective pursuant to 9-406, 9-407 or 9-408 of the UCC or other applicable law);

*provided*, that, with respect to each of the foregoing clauses (A) and (C), immediately upon the ineffectiveness, lapse or termination of any such restriction, the Intellectual Property Collateral shall include, and such Debtor shall be deemed to have granted a security interest in, all such rights and interests or other assets, as the case may be, as if such provision had never been in effect;

*provided further*, that, with respect to each of the foregoing clauses (A) through (C), all Proceeds of such property shall always be included in the Intellectual Property Collateral and Secured Party's security interest granted by the Debtors hereunder shall attach at all times to such proceeds.

2. Rights and Remedies; Exercise. This security interest is granted in conjunction with, and as a supplement to, the security interest granted to Secured Party under the Credit Agreement and the other Loan Documents. The rights and remedies of Secured Party with respect to the security interest granted hereby are in addition to those rights and remedies of Secured Party set forth in the Credit Agreement, the other Loan Documents and those which are now available and may hereafter become available to Secured Party as a matter of law and equity, including, without limitation, those set forth in the Uniform Commercial Code of the State of Georgia (the "Code") as being available to a "secured party" and "creditor". Secured Party may exercise the aforementioned rights and remedies as and when provided herein, in the Credit Agreement and in the other Loan Documents. Each right, power and remedy of Secured Party provided for herein, in the Credit Agreement, in any of the other Loan Documents, together with those rights and remedies now and hereafter existing at law and in equity, shall be cumulative and concurrent and the exercise by Secured Party of any one or more of the

aforementioned rights and remedies shall not preclude the simultaneous and later exercise by any person, including Secured Party, of any or all other rights, powers and remedies.

3. Term. The Credit Agreement and the terms and provisions thereof are incorporated herein in their entirety by this reference. The term of this Agreement and the security interests granted herein shall be coterminous with the term of the security interests granted in the Credit Agreement, and notwithstanding any limitation of, moratorium on and termination of Secured Party's obligation to make credit extensions under the Credit Agreement, Debtors' obligations under this Agreement shall remain in full force and effect for so long as any Obligations are outstanding. The occurrence of an event which under the Credit Agreement constitutes an Event of Default shall be an Event of Default hereunder.

4. Registered Intellectual Property. Debtors represent and warrant that Exhibits "A", "B", and "C" attached hereto set forth any and all intellectual property rights which Debtors have registered or filed an application to register with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

5. New IP. The rights, duties and obligations outlined in the provisions of this Agreement shall automatically apply to all intellectual property and intellectual property rights, including those set forth in any licenses related to any of the foregoing, which Debtors obtain subsequent to the date of this Agreement ("New IP"). Debtors shall give to Secured Party written notice of all New IP that is registered (or for which an application for registration has been made) promptly after the acquisition of same, but in any event not less frequently than once per year. Debtors hereby authorize Secured Party to (i) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any New IP and (ii) file a duplicate original of this Agreement containing the amended exhibits reflecting the New IP in the manner described in Section 8 of this Agreement.

6. Secured Party's Use of Intellectual Property; No Liability. Debtors agree that the Secured Party's use of the Intellectual Property Collateral as authorized hereunder and in any other Loan Documents in connection with Secured Party's exercise of its rights and remedies shall be coextensive with Debtors' rights thereunder and Secured Party will have no liability for royalties and other related charges upon exercise of such rights and remedies.

7. Power of Attorney; Appointment. Debtors irrevocably designate, constitute and appoint Secured Party (and all persons designated by Secured Party in its sole and absolute discretion) as Debtors' true and lawful attorney-in-fact, and authorizes Secured Party and any of Secured Party's designees, in any Debtor's or Secured Party's name, to take any action and execute any instrument which Secured Party may deem necessary or advisable to accomplish the purpose of this Agreement.

8. Filing; Patent Office and Copyright Office. Debtors hereby consent to the filing of a duplicate original of this Agreement with the United States Patent and Trademark Office and United States Copyright Office, and the filing of a duplicate of this Agreement and financing statements in any other jurisdictions and locations deemed advisable or necessary in Secured Party's sole discretion to protect and perfect and put the public on notice of Secured Party's security interest and rights in the Intellectual Property Collateral. Debtors further consent to and ratifies the filing of such duplicate originals and financing statements prior to the date of this Agreement. Debtors shall from time to time execute and deliver to Secured Party, at the request of Secured Party, such other documents, instruments and records that Secured Party may reasonably request in form and substance reasonably satisfactory to Secured Party and its counsel, to perfect and continue Secured Party's security interest in the Intellectual Property Collateral.

9. Governing Law, etc. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, excluding therefrom any principle of such laws which might result in the application of the laws of another jurisdiction. In addition, (i) no amendment of and waiver of a right under this Agreement will be binding unless it is in writing and signed by the party to be charged, (ii) to the extent a provision of this Agreement is unenforceable, this Agreement will be construed as if the unenforceable provision were omitted, (iii) a successor to and assignee of Secured Party's rights and obligations under the Credit Agreement will succeed to Secured Party's rights under this Agreement and (iv) any notices or consents required or permitted by this Agreement shall be given, delivered, and deemed delivered in the same manner and at the same addresses as set forth in the Credit Agreement.

10. Counterparts. This Agreement may be executed in any number of counterparts, each of which where so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

(Signatures on following page)

IN WITNESS WHEREOF, Debtors have caused this Intellectual Property Security Agreement to be executed under seal with authority duly obtained, as of the date first written above.

IT FINANCIAL SOLUTIONS, LLC, a Georgia limited liability company

By: Mary Ann Sigler (SEAL)  
Name: Mary Ann Sigler  
Title: Vice President

CANVAS SYSTEMS, LLC, a Georgia limited liability company

By: Mary Ann Sigler (SEAL)  
Name: Mary Ann Sigler  
Title: Vice President

CALYPSO HOLDING CO., LLC, a Delaware limited liability company

By: Mary Ann Sigler (SEAL)  
Name: Mary Ann Sigler  
Title: Vice President

**EXHIBIT "A"**

Copyrights

None.




**EXHIBIT "B"**

Patents

None.

**EXHIBIT "C"**

Trademarks

| Mark  | Type/Code   | Serial Number | Reg. Number |
|---|---|---------------|-------------|
| IHAVEIT<br>  | (3) DESIGN PLUS WORDS,<br>LETTERS, AND/OR NUMBERS | 76061614      | 2698274     |
| IHAVEIT   | (1) TYPED DRAWING                                 | 75913509      | 2817704     |
| <b>FULL-CYCLE<br/>TECHNOLOGY VALUE<br/>MANAGEMENT<br/>SPECIALISTS</b><br><br>FULL-CYCLE TECHNOLOGY<br>VALUE MANAGEMENT<br>SPECIALISTS | (4) STANDARD CHARACTER<br>MARK                    | 78781403      | 3198450     |