

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
FishNet Security, Inc.		03/19/2009	CORPORATION: MISSOURI
RECEIVING PARTY DATA			
Name:	NewStar Financial, Inc., as Administrative Agent		
Street Address:	500 Boylston Street		
Internal Address:	Suite 1600		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3556895	ACUITY SOLUTIONS SECURING THE CONNECTED WORLD	
CORRESPONDENCE DATA			
Fax Number:	(617)502-5162		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6172485000		
Email:	kschoff@choate.com		
Correspondent Name:	Choate, Hall & Stewart LLP		
Address Line 1:	Two International Place		
Address Line 2:	Attn: Kell L. Schoff		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2007340-0017		
NAME OF SUBMITTER:	Kell L. Schoff		
Signature:	/Kell L. Schoff/		

OP \$40.00 3556895

Date:

05/28/2009

Total Attachments: 8

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**FIRST AMENDMENT TO
TRADEMARK SECURITY AGREEMENT**

This First Amendment to Trademark Security Agreement is made as of March 19, 2009 by and among FISHNET SECURITY, INC., a Missouri corporation ("Pledgor") and NEWSTAR FINANCIAL, INC., in its capacity as administrative agent (in such capacity, the "Administrative Agent").

Reference is made to that certain Credit Agreement dated as of March 17, 2008 by and among FISHNET SECURITY HOLDINGS INC., FISHNET HOLDINGS, INC., Pledgor, Administrative Agent and the lenders party thereto, as amended from time to time (the "Credit Agreement").

Reference is made to that certain Trademark Security Agreement dated as of March 17, 2008 by and between Pledgor and Administrative Agent (the "Original Trademark Agreement"). In connection with an amendment to the Credit Agreement, the parties hereto are amending the Original Trademark Agreement to add a new trademark to the trademarks listed on Schedule I thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Amendment. Schedule I to the Original Security Agreement is hereby amended to add the trademark (the "Additional Trademark") listed on Exhibit A to this First Amendment.

2. Confirmation of Grant. Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Lenders, a lien on and security interest in, and to, all of its right, title and interest in, to or under: (a) the Additional Trademark, (b) Goodwill associated with the Additional Trademark and (c) Proceeds of any and all of the foregoing.

3. Ratification. As modified herein, the Original Trademark Agreement is hereby ratified and confirmed, is otherwise unaltered and remains in full force and effect.

IN WITNESS WHEREOF, the Pledgor has caused this First Amendment to be executed and delivered by its duly authorized officer as of the date first set forth above.

FISHNET SECURITY, INC.

By: Bradford J. Cornell

Name: Bradford J. Cornell

Title: Vice President

AGREED AND ACCEPTED

NEWSTAR FINANCIAL, INC.,
as Administrative Agent

By: _____

Name: _____

Title: _____

Signature page to First Amendment to Trademark Security Agreement

IN WITNESS WHEREOF, the Pledgor has caused this First Amendment to be executed and delivered by its duly authorized officer as of the date first set forth above.

FISHNET SECURITY, INC.

By: _____
Name: Bradford J. Cornell
Title: Vice President

AGREED AND ACCEPTED

NEWSTAR FINANCIAL, INC.,
as Administrative Agent

By: William P. Walsh
Name: William P. Walsh
Title: Vice President – Portfolio Management

EXHIBIT A

Additional Trademark

“Acuity Solutions” - Registered Mark No. 3,556,895 registered on January 6, 2009

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement is entered into as of March 17, 2008 (this "Agreement"), by FISHNET SECURITY, INC., a Missouri corporation ("Pledgor"), in favor of NEWSTAR FINANCIAL, INC., in its capacity as administrative agent (in such capacity, the "Administrative Agent") for itself and the other lending institutions (collectively, the "Lenders") which are or may become parties to the Credit Agreement dated the date hereof among the Pledgor, FISHNET SECURITY HOLDINGS, INC., a Missouri corporation, FISHNET SECURITY HOLDING CORP., a Delaware corporation, FISHNET HOLDINGS, INC., a Delaware corporation, and each Subsidiary Guarantor, the Administrative Agent and the Lenders (the "Credit Agreement").

W I T N E S S E T H:

WHEREAS, Pledgor is party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Administrative Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Lenders, to enter into the Credit Agreement, the Pledgor hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Lenders a lien on and a security interest in and to all of its right, title and interest in, to and under all:

- (a) Trademarks for which registrations or applications for registration are listed on Schedule I attached hereto;
- (b) Goodwill associated with such Trademarks; and
- (c) Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Pledgor hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In

the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. When all of the Secured Obligations (other than contingent indemnification obligations not yet asserted, due or payable) have been paid and finally satisfied in full in cash and all Commitments of the Lenders shall have terminated, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the security interest in the Trademarks under the Security Agreement and this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the Pledgor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

FISHNET SECURITY, INC.

By: Bradford J. Cornell

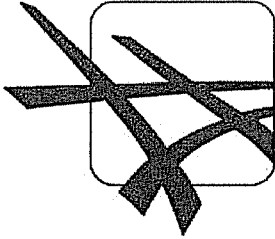
Name: Bradford J. Cornell

Title: Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE I

1)



Registered Design Mark No. 3,219,901, registered on March 20, 2007, in International Classes 041 and 042.

2)



"Mako" Design Mark application, designated serial number 77/015871, filed on October 6, 2006, Notice of Allowance issued on August 21, 2007, in International Classes 009 and 042.

3) "True North Solutions" - Registered Word Mark No. 3,103,072, registered on June 13, 2006, in International Classes 041 and 042.

4) "Siegeworks" – Registered Word Mark No. 2,658,698, registered on December 10, 2002, in International Class 042.

5)

TPISA²

"TPISA²" Design Mark Application, designated serial number 77/298622, filed on October 8, 2007, in International Class 45.