

**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                            |
|--|----------|----------------|--|
| MTM Technologies, Inc.                   |          | 06/11/2009     | CORPORATION: NEW YORK                  |
| MTM Technologies (US), Inc.              |          | 06/11/2009     | CORPORATION: DELAWARE                  |
| MTM Technologies<br>(Massachusetts), LLC |          | 06/11/2009     | LIMITED LIABILITY<br>COMPANY: DELAWARE |
| Info Systems, Inc.                       |          | 06/11/2009     | CORPORATION: DELAWARE                  |

**RECEIVING PARTY DATA**

|                 |  |
|-----------------|--|
| Name:           | Columbia Partners, L.L.C. Investment Management, as Investment Manager |
| Street Address: | 1775 Pennsylvania Avenue, NW, Suite 1000                               |
| City:           | Washington, D.C.   |
| State/Country:  | DISTRICT OF COLUMBIA   |
| Postal Code:    | 20006  |
| Entity Type:    | LIMITED LIABILITY COMPANY: DELAWARE                                    |

**PROPERTY NUMBERS Total: 7**

| Property Type        | Number  | Word Mark                               |
|----------------------|---------|---|
| Registration Number: | 2479202 | PIVOT TECHNOLOGIES                      |
| Registration Number: | 2444052 | PIVOT TECHNOLOGIES                      |
| Registration Number: | 2756707 | PIVOT TECHNOLOGIES                      |
| Registration Number: | 2434901 | SYSTEMS MANAGING SYSTEMS                |
| Registration Number: | 2721382 | DNA NETSENSOR DATAVOX NETWORK ASSURANCE |
| Registration Number: | 2924616 | VECTOR ESP                              |
| Registration Number: | 2763391 | ENTERPRISE SERVICES PARTNER             |

**CORRESPONDENCE DATA**

Fax Number: (415)693-2222  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 4156932440

**900136186**

**TRADEMARK  
 REEL: 004004 FRAME: 0193**

**CH \$190.00 2479202**

Email: crhem@cooley.com  
Correspondent Name: Cooley Godward Kronish LLP  
Address Line 1: 101 California Street, 5th Floor  
Address Line 4: San Francisco, CALIFORNIA 94111

|                         |                   |
|-------------------------|-------------------|
| ATTORNEY DOCKET NUMBER: | CP/MTM 305149-104 |
| NAME OF SUBMITTER:      | C. Rhem           |
| Signature:              | /CR/              |
| Date:                   | 06/12/2009        |

Total Attachments: 7  
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of this 11 day of June, 2009 by and among **MTM TECHNOLOGIES, INC.**, a New York corporation (“**MTM**”), **MTM TECHNOLOGIES (US), INC.**, a Delaware corporation (“**MTM-US**”), **MTM TECHNOLOGIES (MASSACHUSETTS), LLC**, a Delaware limited liability company (“**MTM-MA**”), and **INFO SYSTEMS, INC.**, a Delaware corporation (“**ISI**”; **MTM**, **MTM-US**, **MTM-MA**, and **ISI** are collectively, the “**Borrowers**” and each a “**Borrower**”); and **COLUMBIA PARTNERS, L.L.C. INVESTMENT MANAGEMENT**, as investment manager (“**Investment Manager**”) for the benefit of itself and **NATIONAL ELECTRICAL BENEFIT FUND (“NEBF”), FIRSTMARK III L.P. (f/k/a Pequot Private Equity Fund III, L.P.) (“FMIII”), FIRSTMARK III OFFSHORE PARTNERS, L.P. (Pequot Offshore Private Equity Partners III, L.P.) (“FMIIIOP”), CONSTELLATION VENTURE CAPITAL II, L.P. (“CVCII”), CONSTELLATION VENTURE CAPITAL OFFSHORE II, L.P. (“CVCOII”), CVC II PARTNERS, LLC (“CVCIIP”), and THE BSC EMPLOYEE FUND VI, L.P. (“BSC”;** **NEBF**, **FMIII**, **FMIIIOP**, **CVCII**, **CVCOII**, **CVCIIP**, and **BSC** are collectively, the “**L/C Guarantors**” and each a “**L/C Guarantor**”).

**RECITALS**

**WHEREAS**, the Borrowers, the L/C Guarantors and Investment Manager entered into that certain Letter of Credit Commitment and Reimbursement Agreement of even date herewith (as amended, modified, supplemented or otherwise modified from time to time, the “**L/C Agreement**”).

**WHEREAS**, pursuant to the terms of that certain Security Agreement, dated as of even date herewith (the “**Security Agreement**”), by and among the Borrowers and Investment Manager, on behalf of itself and the L/C Guarantors, executed in connection with the L/C Agreement, the Borrowers have granted to the L/C Guarantors a security interest in all of the Borrowers’ right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Security Agreement).

**AGREEMENT**

**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 the Obligations (as defined in the L/C Agreement), the Borrowers hereby jointly and severally represent, warrant, covenant and agree as follows:

To secure the Obligations, each Borrower grants and pledges to Investment Manager, as agent, for the benefit of Investment Manager and the L/C Guarantors, a security interest in all of such Borrower’s right, title and interest in, to and under its Intellectual Property (as defined in the L/C Agreement), including without limitation those copyrights, patents and trademarks listed on Exhibits A, B and C hereto, 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.

The security interest granted hereby is in conjunction with the security interest granted to Investment Manager under the Security Agreement. The rights and remedies of Investment Manager and the L/C Guarantors with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents (as defined in the L/C Agreement), and those which are now or hereafter available to Investment Manager and the L/C Guarantors as a matter of law or equity. Each right, power and remedy of Investment Manager and the L/C Guarantors provided for herein or in the Security 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 Investment Manager and the L/C Guarantors of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security 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 Investment Manager and the L/C Guarantors, of any or all other rights, powers or remedies.

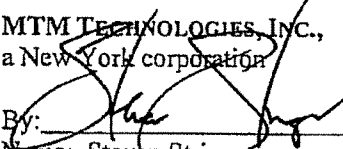
The Borrowers represent and warrant that Exhibits A, B, and C attached hereto set forth any and all Intellectual Property rights in connection with which any Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Intellectual Property Security Agreement is subject to the terms of the Subordination Agreement (as defined in the L/C Agreement). Notwithstanding any statement to the contrary contained in this Intellectual Property Security Agreement, no remedies shall be pursued, except in accordance with the terms of the Subordination Agreement. Notwithstanding the incorporation by reference in of the Subordination Agreement, the Borrowers acknowledge that no other parties, including any Borrower or any of their successors or assigns, are intended to be benefited, in any way, by the Subordination Agreement.

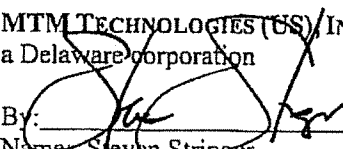
**[SIGNATURE PAGES FOLLOW]**

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.

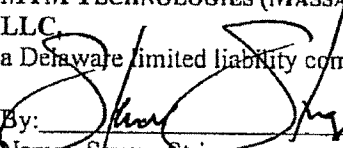
MTM TECHNOLOGIES, INC.,  
a New York corporation

By:   
Name: Steven Stringer  
Title: President and Chief Executive Officer

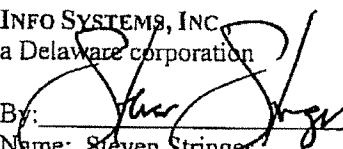
MTM TECHNOLOGIES (US), INC.,  
a Delaware corporation

By:   
Name: Steven Stringer  
Title: President and Chief Executive Officer

MTM TECHNOLOGIES (MASSACHUSETTS),  
LLC,  
a Delaware limited liability company

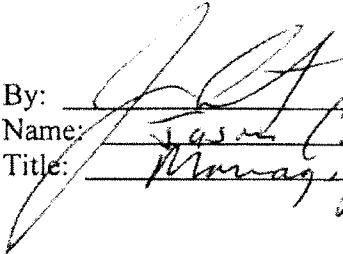
By:   
Name: Steven Stringer  
Title: President and Chief Executive Officer

INFO SYSTEMS, INC.,  
a Delaware corporation

By:   
Name: Steven Stringer  
Title: President and Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

COLUMBIA PARTNERS, L.L.C.  
INVESTMENT MANAGEMENT,  
as Investment Manager

By:   
Name: Jason Cost  
Title: Managing Director

**EXHIBIT A**  
**COPYRIGHTS**

None.

**EXHIBIT B**  
**PATENTS**

None.



**EXHIBIT C**  
**TRADEMARKS**

| <u>Registered Trademarks:</u>                                    | <u>Registration</u> |
|--|---------------------|
| Pivot Technologies   | 2,479,202           |
| Pivot Technologies and Design                                    | 2,444,052           |
| <i>(Cancelled 1/19/08 for failure to file 6 year affidavit)</i>  |                     |
| Pivot Technologies (Eye Logo)                                    | 2,756,707           |
| Systems Managing Systems   | 2,434,901           |
| <i>(Cancelled 12/15/07 for failure to file 6 year affidavit)</i> |                     |
| DNA NetSensor DataVox Network Assurance                          | 2,721,382           |
| Vector ESP   | 2,924,616           |
| Enterprise Services Partner                                      | 2,763,391           |