TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BetaZone, Inc.		11/24/2009	CORPORATION: TENNESSEE

RECEIVING PARTY DATA

Name:	GE Business Financial Services Inc. (f/k/a Merrill Lynch Business Financial Services Inc.), as Administrative Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	2687336	ACCESS PLUS
Registration Number:	2856320	BETAZONE
Registration Number:	2971166	B BETAZONE, INC.
Registration Number:	3552266	CUI
Registration Number:	3140017	FLEETRX
Registration Number:	2647120	FLEXEDI
Registration Number:	2699555	FLEXFUEL
Registration Number:	3112530	FLEXPAY
Registration Number:	2668423	ICC INNOVATIVE COMPUTING CORPORATION
Registration Number:	2760815	ICC
Registration Number:	2463262	IES
Registration Number:	2524233	IES ACCESS
Registration Number:	3603275	IES MOBILE
Registration Number:	2478994	INNOVATIVE ENTERPRISE SOFTWARE

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Registration Number:	3232709	INNOVATIVE UNIVERSITY
Registration Number:	3004646	LOADCENTRAL
Registration Number:	2976557	LOADCENTRAL
Registration Number:	2629125	LOADCENTRAL
Registration Number:	2495149	XPRESS SUITE
Registration Number:	3452768	XPRESS SUITE
Serial Number:	77790887	IES ACCU-RATE
Serial Number:	77790881	IES AWARE
Serial Number:	77790931	IES SNAP

CORRESPONDENCE DATA

Fax Number: (312)577-8816

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312.577.8034

Email: oscar.ruiz@kattenlaw.com

Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman

Address Line 1: 525 West Monore Street

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	332659-44
NAME OF SUBMITTER:	Oscar Ruiz
Signature:	/Oscar Ruiz/
Date:	11/25/2009

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 24th day of November, 2009 by **BETAZONE, INC.**, a Tennessee corporation ("Grantor"), in favor of GE Business Financial Services Inc. (formerly known as Merrill Lynch Business Financial Services Inc.), in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

WITNESSETH

WHEREAS, Grantor, by joinder, certain of Grantor's affiliates, Grantee and the Lenders party thereto are parties to a certain Credit Agreement dated as of September 5, 2006 (as the same has been and may further be amended or otherwise modified from time to time, the "Credit Agreement") providing for extensions of credit to be made to Grantor by the Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement dated as of September 5, 2006 between Grantor, by joinder, certain of Grantor's affiliates and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of the Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

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IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

BETAZONE, INC., a Tennessee corporation

By: _____
Name: JEFFREY RITTER
Its: CFO

SCHEDULE 1

Trademarks:

1. United States Trademark, ACCESS PLUS, reference no. 08397N/010929, registration no. 2,687,336, dated February 11, 2003

2. United States Trademark, BETAZONE, reference no. 08397N/980193-B, registration no. 2,856,320 dated June 22, 2004

3. United States Trademark, BETAZONE, INC. plus design, reference no. 08397N/980193-C, registration no. 2,971,166, dated July 19, 2005

4. United States Trademark, CUI, reference no. 08397N/011218C, registration no. 3,552,266, dated December 23, 2008

5. United States Trademark, FLEETRX, reference no. 08397N/011218, registration no. 3,140,017, dated September 5, 2006

6. United States Trademark, FLEXEDI, reference no. 08397N/10928, registration no. 2,647,120, dated November 5, 2002

7. United States Trademark, FLEXFUEL, reference no. 08397N/010930, registration no. 2,699,555, dated March 25, 2003

8. United States Trademark, FLEXPAY, reference no. 08397N/021286, registration no. 3,112,530, dated July 4, 2006

9. United States Trademark, ICC INNOVATIVE COMPUTING CORPORATION plus design, reference no. 08397N/980193-E, registration no. 2,668,423, dated December 31, 2002

10. United States Trademark, ICC plus design, reference no. 08397N/980193-D, registration no. 2,760,815, dated September 9, 2003

11. United States Trademark, IES, reference no. 08397N/997968, registration no. 2,463,262, dated June 26, 2001

12. United States Trademark, IES ACCESS, reference no. 08397N/001019, registration no. 2,524,233, dated January 1, 2002

13. United States Trademark, IES MOBILE, reference no. 08397N/011218B, registration no. 3,603,275, dated April 7, 2009

14. United States Trademark, INNOVATIVE ENTERPRISE SOFTWARE, reference no. 08397N/997969, registration no. 2,478,994, dated August 21, 2001

15. United States Trademark, INNOVATIVE UNIVERSITY, reference no. 08397N/011218A, registration no. 3,232,709, dated April 24, 2007

16. United States Trademark, LOADCENTRAL, reference nos. 08397N/002129, 08397N/002129-A, and 08397N/002129-B, registration nos. 3,004,646; 2,976,557; and 2,629,125, dated October 14, 2005; July 26, 2005, and October 1, 2002 respectively

17. United States Trademark, XPRESS SUITE, reference nos. 08397N/997966 and 08397N/011218D, registration nos. 2,495,149 and 3,452,768, dated October 2, 2001 and June 24, 2008 respectively

Trademark Applications:

1. United States Trademark, IES ACCU-RATE, serial no. 77790887, reference no. 08397N/011218H, registration pending, dated July 28, 2009

2. United States Trademark, IES AWARE, serial no. 77790881, reference no. 08397N/011218G, registration pending, dated July 28, 2009

3. United States Trademark, IES SNAP, serial no. 77790931,reference no. 08397N/011218F, registration pending, dated July 28, 2009