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
Cynergy Operations, LLC		10/26/2009	LIMITED LIABILITY COMPANY: DELAWARE
Cynergy Equity Holdings, Inc.		10/26/2009	CORPORATION: DELAWARE
Cynergy PP, LLC		10/26/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Comerica Bank, as Agent
Street Address:	500 Woodward
Internal Address:	One Detroit Center, Fourth Floor
City:	Detroit
State/Country:	MICHIGAN
Postal Code:	48226
Entity Type:	a Texas banking association:

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2797089	CYNERGY DATA
Registration Number:	2822474	CYNERGY DATA
Registration Number:	2850502	CYNERGY DATA YOUR LAST ACQUIRER
Registration Number:	2966052	
Registration Number:	3038842	VIMAS
Registration Number:	3588181	CYNERGY PROSPERITY PLUS
Registration Number:	3625346	LUCY
Registration Number:	3585497	LET US CONNECT YOU
Registration Number:	3629546	LUCY GATEWAY
Serial Number:	77519732	CYNERGY HUB

OP $265.00 2797089

CORRESPONDENCE DATA

Fax Number: (734)930-2494

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

Phone: 734-761-3780

Email: asujek@bodmanllp.com

Correspondent Name: Angela Alvarez Sujek - Bodman LLP

Address Line 1: 201 South Division, Ste 400

Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:	Angela Alvarez Sujek
Signature:	/Angela Alvarez Sujek/
Date:	11/23/2009

Total Attachments: 6

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AGREEMENT

(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of October 26, 2009 between the undersigned (individually each the "Debtor" and collectively the "Debtors") and Comerica Bank, as Agent for the Lenders (as defined below) ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Revolving Credit and Term Loan Agreement dated as of October 26, 2009 (as amended, supplemented, amended and restated or otherwise modified from time to time the "Credit Agreement"), with Cynergy Holdings, LLC, a Delaware limited liability company ("Holdings"), with each of the lenders party thereto (each a "Lender" and collectively the "Lenders"), the Administrative Agent, Comerica, as co-lead arranger, co-syndication agent and co-documentation agent, and Wells Fargo Foothill, LLC, as a co-lead arranger, co-syndication agent and co-documentation agent (in such capacity, and together with its successors and assigns in such capacity, the "Co-Lead Arranger"; and Co-Lead Arranger, together with Administrative Agent, each a "Co-Agent" and collectively the "Co-Agents") pursuant to which the Lenders have agreed, subject to the satisfaction of certain terms and conditions, to extend or to continue to extend financial accommodations to the Borrower, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtors have executed and delivered that certain Security Agreement, dated as of October 26, 2009 to the Secured Party (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the Advances under the Credit Agreement, the Debtors are required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make Advances (including the initial Advance) to the Borrower pursuant to the Credit Agreement, Debtors agree, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, each Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of such Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

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(a) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether a Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule 1.1 hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and any renewals thereof, including, without limitation, each registration and application identified on ***Schedule 1.1*** attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of a Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtors against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Schedule 1.1 attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Agent shall, upon the written request of the Debtors, execute and deliver to the Debtors a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Trademark Collateral: (a) if the sale or other disposition of such Trademark Collateral is

permitted under the terms of the Credit Agreement and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is continuing, (b) if the sale or other disposition of such Trademark Collateral is not permitted under the terms of the Credit Agreement, provided that the requisite Lenders under such Credit Agreement shall have consented to such sale or disposition in accordance with the terms thereof, or (c) if such release has been approved by the requisite Lenders in accordance with Section 12.11 of the Credit Agreement.

SECTION 5. Acknowledgment. The Debtors do hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTORS:

CYNERGY OPERATIONS, LLC

By: _____
Name: Daniel Nenadovic
Title: President

CYNERGY EQUITY HOLDINGS, INC.

By: _____
Name: Daniel Nenadovic
Title: President

CYNERGY PP, LLC

By: _____
Name: Daniel Nenadovic
Title: President

SECURED PARTY:

COMERICA BANK, as Agent

By: _____
Name: Richard S. Baldy
Title: Senior Vice President

SCHEDULE 1.1

TRADEMARK COLLATERAL

Mark	Reg*. or Filing Date	Reg. or Serial No.	Classes	Owner
~~CYNERGY DATA~~	~~*December 23, 2003~~	~~2797089~~	~~036~~	~~Cynergy Operations, LLC (t/b/k/a Cynergy Data, LLC)~~
CYNERGY DATA, with design	*March 16, 2004	2822474	036	Cynergy Operations, LLC (t/b/k/a Cynergy Data, LLC)
CYNERGY DATA YOUR LAST ACQUIRER	*June 8, 2004	2850502	036	Cynergy Operations, LLC (t/b/k/a Cynergy Data, LLC)
Design [Teardrops]	*July 12, 2005	2966052	036	Cynergy Operations, LLC (t/b/k/a Cynergy Data, LLC)
VIMAS	*January 10, 2006	3038842	042	Cynergy Operations, LLC (t/b/k/a Cynergy Data, LLC)
CYNERGY PROSPERITY PLUS	*March 10, 2009	3588181	036	Cynergy Operations, LLC (t/b/k/a Cynergy Data, LLC)
LUCY	*May 26, 2009	3625346	036	Cynergy Operations, LLC (t/b/k/a Cynergy Data, LLC)
LET US CONNECT YOU	*March 10, 2009	3585497	036	Cynergy Operations, LLC (t/b/k/a Cynergy Data, LLC)
LUCY GATEWAY	*June 2, 2009	3629546	036	Cynergy Operations, LLC (t/b/k/a Cynergy Data, LLC)
CYNERGY HUB	July 11, 2008	77/519732	009	Cynergy Operations, LLC (t/b/k/a Cynergy Data, LLC)