

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet 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 |
|-------------------------|----------|----------------|-----------------------|
| DECISIONONE CORPORATION | | 12/15/2009 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|-------------------|--------------------------------------|
| Name: | WELLS FARGO FOOTHILL, INC., as Agent |
| Street Address: | One Boston Place |
| Internal Address: | Suite 1800 |
| City: | Boston |
| State/Country: | MASSACHUSETTS |
| Postal Code: | 02108 |
| Entity Type: | CORPORATION: CALIFORNIA |

PROPERTY NUMBERS Total: 8

| Property Type | Number | Word Mark |
|----------------------|---------|----------------------|
| Registration Number: | 1914652 | ANAFIND |
| Registration Number: | 1711329 | ANASTACK |
| Registration Number: | 0924217 | DATAGRAPHIX |
| Registration Number: | 0924216 | DATAGRAPHIX |
| Registration Number: | 1660314 | DATAGRAPHIX XFP 2000 |
| Registration Number: | 2305117 | LASER-XP |
| Registration Number: | 1662935 | XFP 2000 |
| Registration Number: | 0945199 | XIDEX |

CORRESPONDENCE DATA

Fax Number: (312)863-7806
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312.863.7198
 Email: nancy.brougher@goldbergkohn.com
 Correspondent Name: Nancy Brougher

900150181

**TRADEMARK
 REEL: 004115 FRAME: 0839**

OP \$215.00 1914652

Address Line 1: Goldberg Kohn
Address Line 2: 55 East Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

| | |
|-------------------------|----------------|
| ATTORNEY DOCKET NUMBER: | 1989.096 |
| NAME OF SUBMITTER: | Nancy Brougher |
| Signature: | /njb/ |
| Date: | 12/17/2009 |

Total Attachments: 6
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FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This First Amendment to Trademark Security Agreement, dated as of December 15th 2009 (this "Amendment") is by and between DECISIONONE CORPORATION, a Delaware corporation ("Grantor") and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group and the Bank Product Provider (together with its successors, "Agent").

WITNESSETH:

WHEREAS, Grantor and Agent are parties to that certain Trademark Security Agreement, dated as of May 13, 2005 (as amended, restated, modified or supplemented from time to time, the "Trademark Security Agreement");

WHEREAS, Grantor, Agent and the lenders party thereto entered into that certain Amended and Restated Credit Agreement dated May 29, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms not otherwise defined herein having the definitions provided therefor in the Credit Agreement); and

WHEREAS, Grantor and Agent have agreed to amend the Trademark Security Agreement in the manner specifically set forth herein;

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

1. Amendment to the Trademark Security Agreement. Schedule I to the Trademark Security Agreement is hereby amended by supplementing Schedule I to the Trademark Security Agreement to include the information set forth on Schedule I attached hereto.

2. Miscellaneous.

(a) Captions. Section captions used in this Amendment are for convenience only, and shall not affect the construction of this Amendment.

(b) Counterparts. This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Amendment. In proving this Amendment or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

(c) Governing Law. THIS AMENDMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE NEW YORK UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF NEW YORK. WHENEVER POSSIBLE, EACH PROVISION OF THIS AMENDMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE


AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS AMENDMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS AMENDMENT.

* * * *

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first written above.

GRANTOR:

DECISIONONE CORPORATION

By: 
Name: Neal B. Bean
Title: President & CEO

AGENT:

WELLS FARGO FOOTHILL, INC., as Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment
as of the date first written above.

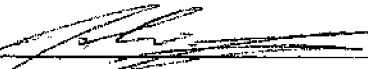
GRANTOR:

DECISIONONE CORPORATION

By: _____
Name: _____
Title: _____

AGENT:

WELLS FARGO FOOTHILL, INC., as Agent

By: 
Name: JOHN T. LEONARD
Title: SVP

SCHEDULE I

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

| Trademark | Country | Serial No. | Registration No. |
|--|----------------|-------------------|-------------------------|
| QANTEL | Australia | 302,426 | 302,426 |
| DATAGRAPHIX XFP 2000 | Canada | 0675069 | TMA395,289 |
| XIDEX | Canada | 0732275 | TMA433,154 |
| XIDEX (Stylized) xidex | Canada | 0444647 | TMA245,409 |
| XIDEX (Stylized) XIDEX | Canada | 0856316 | TMA494,340 |
| ANAFIND | U.S. | 74/523,477 | 1,914,652 |
| ANASTACK | U.S. | 74/187,709 | 1,711,329 |
| DATAGRAPHIX | U.S. | 72/333,767 | 924,217 |
| DATAGRAPHIX (Stylized) <i>Datagraphix</i> | U.S. | 72/333,613 | 924,216 |
| DATAGRAPHIX XFP 2000 | U.S. | 74/035,984 | 1,660,314 |
| LASER-XP | U.S. | 75/322,139 | 2,305,117 |
| XFP 2000 | U.S. | 74/035,982 | 1,662,935 |
| XIDEX | U.S. | 72/362,575 | 945,199 |

DELETED TRADEMARK REGISTRATIONS¹

| Trademark | Country | Serial No. | Registration No. |
|------------------|----------------|-------------------|-------------------------|
| DUPLICARD | U.S. | 75/494,148 | 2,262,990 |

¹ According to the online records at the United States Patent and Trademark Office, this trademark registration was assigned to MinPack, Inc. on December 12, 2005, pursuant to a Bill of Sale & Assignment of Contract Rights and Assumption of Liabilities. This registration was inadvertently listed on the May 29, 2009 Credit Agreement and should therefore be removed.