

Form PTO-1594 (Rev. 12-08)
OMB Collection 0851-0027 (exp. 01/31/2009)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

1740-209

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

"See Attached List"

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) December 4, 2009

- Assignment
- Security Agreement
- Other Supplement and Amendment to Trademark Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A., as agent

Internal Address: _____

Address: _____

Street Address: 135 S. LaSalle

City: Chicago

State: IL

Country: U.S.A. Zip: 60603

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other National Association Citizenship U.S.

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Laura L. Konrath

Internal Address: Winston & Strawn LLP

Street Address: 35 W. Wacker Drive

City: Chicago

State: IL Zip: 60601

Phone Number: 312-558-5600

Fax Number: 312-558-5700

Email Address: lkonrath@winston.com

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 315.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 232428

Authorized User Name L. Konrath

9. Signature:

12/16/09

Date

Laura L. Konrath

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

American LegalNet, Inc.
www.FormsWorldflow.com

CH \$315.00 232428 77678350

CONTINUATION ITEM 1

1. Forsythe Technology, Inc.
an IL Corporation
2. Forsythe Technology Management Co.
an IL Corporation
3. Forsythe/McArthur Associates, Inc.
an IL Corporation
4. Forsythe Solutions Group, Inc.
an IL Corporation
5. Forsythe Sales Finance, LLC
an Illinois Limited Liability Company
6. Forsythe Internet Sales, Inc.
an IL Corporation
7. Forsythe Solutions, Inc.
an IL Corporation
8. Forsythe Biotechnology Group, Inc.
an IL Corporation
9. Forsythe International, Inc.
an IL Corporation
10. Forsythe Federal Solutions Corporation
an IL Corporation
11. Information Security Technology, Inc.
a MN Corporation
12. Paragon Solutions Group, Inc.
a CO Corporation

Continuation
Item 4

SCHEDULE I

to

SUPPLEMENT AND AMENDMENT
TO
TRADEMARK SECURITY AGREEMENT

US Trademark	Owner of Trademark	Registration #	Date Filed	Registration Date	Renewal Date	Due for Renewal After
Forsythe Technology	FTI	2608505	11/18/1999	8/20/2002	9/23/2008	8/20/2011
Forsythe Solutions	FTI	2608504	11/18/1999	8/20/2002	9/23/2008	8/20/2011
Forsythe	FTI	2608503	11/18/1999	8/20/2002	9/23/2008	8/20/2011
Forsythe	FMA	1719080	6/5/1991	9/22/1992	11/26/2002	9/22/2011
McArthur						
IST	IST	3138158	2/24/2005	9/5/2006		9/5/2011
IST	IST	3116498	2/24/2005	7/18/2006		7/18/2011
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Blue Sphere Logo	FTI	3615552	9/26/2008	5/5/2009		5/5/2014
"Realize the business value of IT"	FTI	3615551	9/26/2008	5/5/2009		5/5/2014
AOG	FTI	3679569	2/25/2009	9/8/2009		9/8/2014
Application Optimization Guarantee	FTI	77678350	2/25/2009	Pending		
LiveFire	FTI	77579345	9/26/2008	Pending		
Canadian Trademark	Owner of Trademark	Registration #	Date Filed	Registration Date	Renewal Date	Due for Renewal After
Forsythe Technology Canada	FTC	1416543	10/30/2008	Pending		
Forsythe Technology	FTC	1416542	10/30/2008	Pending		
Forsythe	FTC	1416541	10/30/2008	Pending		
Forsythe	FTI	1416548	10/30/2008	Pending		
Solutions Group						
Forsythe International	FTI	1416547	10/30/2008	Pending		
Community Trademark	Owner of Trademark	Registration #	Date Filed	Registration Date	Renewal Date	Due for Renewal After
Forsythe	FTE	008191173	3/31/2009	Pending		

12

FTI : Forsythe Technology, Inc.
FMA: Forsythe/McArthur Associates, Inc.
FTC: Forsythe Technology Canada, Inc.
FTE: Forsythe Technology Europe, Ltd.
IST: Information Security Technology, Inc.

EXECUTION COPY**SUPPLEMENT AND AMENDMENT****TO****TRADEMARK SECURITY AGREEMENT**

This SUPPLEMENT AND AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Supplement"), dated as of December 4, 2009, is entered into by each of the undersigned (each, a "Grantor" and collectively, the "Grantors") in favor of Bank of America, N.A., in its capacity as administrative agent pursuant to the Credit Agreement (as hereinafter defined) (in such capacity, "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of December 22, 2008 (as further amended or otherwise modified to date, the "Credit Agreement"), by and among the Forsythe Technology, Inc., as Borrower, the other Loan Parties party thereto, the Administrative Agent and the Lenders party thereto, and that certain Security Agreement (as defined in the Credit Agreement), the Grantors have entered into a Trademark Security Agreement, dated as of March 31, 2006 (the "Trademark Security Agreement");

WHEREAS, Grantors and Administrative Agent desire to supplement and amend the Trademark Security Agreement in order to include thereunder such Trademarks and Trademark Licenses acquired or created by Grantors, together with the goodwill symbolized thereto, as set forth in Schedule I hereto.

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter contained, and to induce Lenders to continue the Loans and other financial accommodations under the Credit Agreement, it is agreed as follows:

1. DEFINITIONS.

Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement, the Security Agreement or the Trademark Security Agreement, as applicable.

2. SUPPLEMENT AND AMENDMENT TO THE TRADEMARK SECURITY AGREEMENT.

The Trademark Security Agreement is hereby supplemented and amended by amending and restating Schedule A thereto as set forth on Schedule I hereto.

This Supplement shall be deemed to be a supplement and amendment to the Trademark Security Agreement and shall not be construed in any way as a replacement therefor. All of the terms and provisions of this Supplement are hereby incorporated by reference into the Trademark Security Agreement as if such terms and provisions were set forth in full therein.

3. CONTINUED EFFECTIVENESS OF TRADEMARK SECURITY AGREEMENT.

The Trademark Security Agreement is, and shall continue to be, in full force and effect and is hereby supplemented and amended by this Supplement.

4. OTHER TERMS.

4.1. Headings. The headings in this Supplement are for convenience of reference only and are not part of the substance of this Supplement.

4.2. Successors and Assigns. This Supplement and all obligations of Grantors hereunder shall be binding upon the successors and assigns of Grantors (including any debtor-in-possession on behalf of Grantors) and shall, together with the rights and remedies of Administrative Agent, for itself and for the benefit of Lenders, as supplemented and amended by this Supplement, inure to the benefit of Administrative Agent and Lenders, all future permitted holders of any instrument evidencing any of the Obligations and their respective permitted successors and assigns. Grantors shall not assign, sell, hypothecate or otherwise transfer any interest in or obligation under this Supplement or the Trademark Security Agreement.

4.3. Counterparts. This Supplement may be executed in any number of counterparts, each of which shall collectively and separately constitute one and the same agreement. Delivery of an executed counterpart to this Supplement by facsimile machine or "pdf" shall be as effective as delivery of a manually executed counterpart of this Supplement.

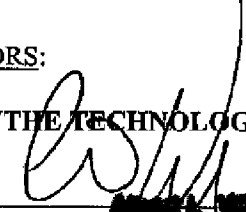
4.4. GOVERNING LAW. IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND PERFORMED IN ILLINOIS.

[Signature Pages Follow]


IN WITNESS WHEREOF, the parties hereto have executed and delivered this Supplement as of the date first above written.

GRANTORS:

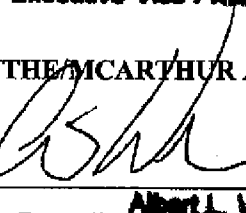
FORSYTHE TECHNOLOGY, INC.

By: 
Name: **Albert L. Weiss**
Title: **Executive Vice President & CFO**


FORSYTHE TECHNOLOGY
MANAGEMENT CO.

By: 
Name: **Albert L. Weiss**
Title: **Executive Vice President & CFO**

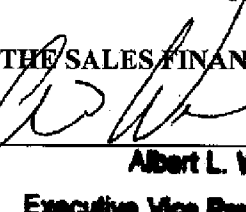
FORSYTHE/MCARTHUR ASSOCIATES,
INC.

By: 
Name: **Albert L. Weiss**
Title: **Executive Vice President & CFO**


FORSYTHE SOLUTIONS GROUP, INC.

By: 
Name: **Albert L. Weiss**
Title: **Executive Vice President & CFO**

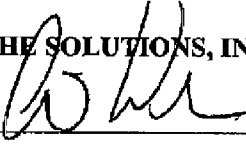
FORSYTHE SALES FINANCE, LLC

By: 
Name: **Albert L. Weiss**
Title: **Executive Vice President & CFO**

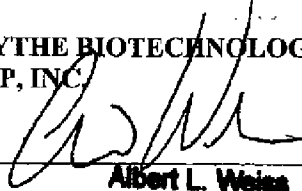
FORSYTHE INTERNET SALES, INC.

By: 
Name: **Albert L. Weiss**
Title: **Executive Vice President & CFO**


FORSYTHE SOLUTIONS, INC.

By: 
Name: **Albert L. Weiss**
Title: **Executive Vice President & CFO**

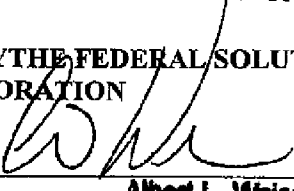
FORSYTHE BIOTECHNOLOGY GROUP, INC.

By: 
Name: **Albert L. Weiss**
Title: **Executive Vice President & CFO**

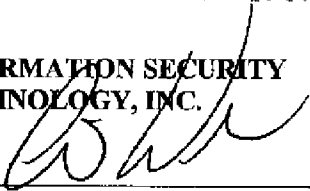
FORSYTHE INTERNATIONAL, INC.

By: 
Name: **Albert L. Weiss**
Title: **Executive Vice President & CFO**

FORSYTHE FEDERAL SOLUTIONS CORPORATION

By: 
Name: **Albert L. Weiss**
Title: **Executive Vice President & CFO**

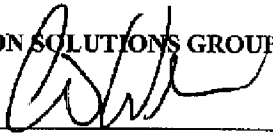
INFORMATION SECURITY TECHNOLOGY, INC.

By: 
Name: **Albert L. Weiss**
Title: **Executive Vice President & CFO**

TRADEMARK

REEL: 004116 FRAME: 0790

PARAGON SOLUTIONS GROUP, INC.

By: 
Name: Albert L. Weiss
Title: **Executive Vice President & CFO**

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____
Name: _____
Title: _____

**INFORMATION SECURITY
TECHNOLOGY, INC.**


By: _____
Name:
Title:

PARAGON SOLUTIONS GROUP, INC.

By: _____
Name:
Title:

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: Peter Morrison
Title: Vice President

SCHEDULE I

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