

Form PTO-1594 (Rev. 12-08)
OMB Collection 0651-0027 (exp. 01/31/2009)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY 6737.91	
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): SNI Companies <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Individual(s) <input type="checkbox"/> General Partnership <input checked="" type="checkbox"/> Corporation- State: <u>Delaware</u> <input type="checkbox"/> Other _____ </div> <div> <input type="checkbox"/> Association <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Other _____ </div> </div> Citizenship (see guidelines) _____ Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Name: <u>Madison Capital Funding LLC</u> Internal Address: _____ Street Address: <u>30 S. Wacker Drive</u> City: <u>Chicago</u> State: <u>IL</u> Country: _____ Zip: <u>60606</u> <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input checked="" type="checkbox"/> <u>Limited Liability</u> <u>Delaware</u> <input checked="" type="checkbox"/> Other <u>Company</u> Citizenship _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)
3. Nature of conveyance /Execution Date(s) : Execution Date(s) <u>December 31, 2009</u> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Assignment <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Other _____ </div> <div> <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name </div> </div>	
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) _____ <div style="text-align: right;">Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</div>	
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: <u>Laura L. Konrath</u> Internal Address: <u>Winston & Strawn LLP</u> Street Address: <u>35 W. Wacker Drive</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60601</u> Phone Number: <u>312-558-5600</u> Fax Number: <u>312-558-5700</u> Email Address: <u>lkonrath@winston.com</u>	6. Total number of applications and registrations involved: 15 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ <u>390.00</u> <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed 8. Payment Information: Deposit Account Number <u>232428</u> Authorized User Name <u>L. Konrath</u>
9. Signature: <u>Laura L. Konrath</u> 1/8/10 <div style="display: flex; justify-content: space-between;"> <div>Signature</div> <div>Date</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div>Name of Person Signing</div> <div>Total number of pages including cover sheet, attachments, and document: </div> </div>	

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

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Continuation
Item 4

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARKS AND TRADEMARK REGISTRATIONS

Mark	Application No.	Filing Date	Registration No.	Reg. Date	Patent No.	Renewal Due	Affidavit of Use Due
Staffing Now	75/844,607	11/9/1999	2,577,134	6/11/2002	T51851US0	6/11/2012	
Technology Now	76/807,947	7/12/2000	2,512,161	11/27/2001	T52323US0	11/27/2011	Will become abandoned
Legal Now	76/087,240	7/12/2000	2,512,159	11/27/2001	T52324US0	11/27/2011	
Accounting Now	76/087,946	7/12/2000	2,519,643	12/18/2001	T52325US0	12/18/2011	
SNI Financial	78/099,996	12/26/2001	2,695,790	3/11/2003	T53600US0	3/11/2013	
Friends & Company	74/222,705	11/18/1999	1,815,082	1/4/1994	T54273US0	1/4/2014	
SNI Legal	78/589,505	3/17/2005	3,065,898	3/7/2006	T54696US0		3/7/2012
Certes Financial Pros	76/200,538	1/26/2001	2,737,822	7/15/2003	T55833US0	7/15/2013	
Certes Financial Pros & Design	76/200,538	1/26/2001	2,882,129	9/7/2004	T55834US0		9/7/2010
FEWnet	76/531,012	11/20/2003	2,912,463	12/21/2004	T55835US0		12/21/2010
Certes	77/064,807	12/14/2006	3,296,695	9/25/2007	T55930US0		9/25/2013
Certes Financial Pros & Design	77/064,811	12/14/2006	3,315,873	10/23/2007	T55931US0		10/23/2015
SNI Technology	77/622,252	11/26/2008	3,688,519	9/29/2009	T56136US0		9/29/2015
SNI Companies	77/622,227	11/26/2008	3,643,210	6/23/2009	T56137US0		6/23/2015
SNI Administrative	77/622,222	11/26/2008	3,643,209	6/23/2009	T56138US0		6/23/2015

TRADEMARK APPLICATIONS

NONE.

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Execution Version

TRADEMARK SECURITY AGREEMENT**(TRADEMARKS, TRADEMARK APPLICATIONS
AND TRADEMARK LICENSES)**

WHEREAS, SNI Companies, a Delaware corporation (herein referred to as "Grantor"), owns the Trademarks listed on Schedule 1 annexed hereto and is a party to certain trademark licenses;

WHEREAS, reference is made to that certain Credit Agreement dated as of December 31, 2009 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among Grantor, the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders") and Madison Capital Funding LLC, as agent for the Lenders (the "Agent"); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of December 31, 2009 (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among Grantor, the other grantors party thereto and Madison Capital Funding LLC, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Borrower Obligations (as defined in the Collateral Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Borrower Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired, but in any event excluding all Excluded Property (as defined in the Collateral Agreement):

(i) each Trademark (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 hereto;

(ii) each Trademark License (as defined in the Collateral Agreement) to which Grantor is a party, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for (i) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by Grantor, including, without limitation, any Trademark referred to in Schedule 1

hereto, or licensed by Grantor under any Trademark License, or (ii) injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Collateral Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

SNI COMPANIES

By: 

Name:

MANI L. NAVI

Title:


LFO

Signature Page to Trademark Security Agreement

TRADEMARK

REEL: 004129 FRAME: 0478

ACKNOWLEDGED:**MADISON CAPITAL FUNDING LLC,
as Agent**

By: 
Name: PETER J. NOTTER
Title: VICE PRESIDENT

Signature Page to Trademark Security Agreement