

Assignment

04-19-2010

TRADEMARK ASSIGNMENT

05-07-2010

Electronic Version v1.1
Stylesheet Version v1.1



103596629

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Trademark Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Utility Business Services, Inc.		04/08/2010	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	BIA Digital Partners SBIC II LP		
Street Address:	15120 Enterprise Court, Suite 200		
City:	Chantilly		
State/Country:	VIRGINIA		
Postal Code:	20151		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2114085	WINS	
CORRESPONDENCE DATA			
Fax Number:	(704)353-3698		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7043315792		
Email:	donna.millard@klgates.com		
Correspondent Name:	Karl S. Sawyer, Jr.		
Address Line 1:	214 N Tryon St, Hearst Tower 47th Floor		
Address Line 2:	K & L Gates LLP		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		

Assignment

ATTORNEY DOCKET NUMBER:	2827616.00037 BIA DIGITAL
NAME OF SUBMITTER:	Karl S. Sawyer, Jr.
Signature:	/ Karl S. Sawyer, Jr. /
Date:	04/19/2010
Total Attachments: 5 source=Utility Bus Serv BIA TM Security Agmt#page1.tif source=Utility Bus Serv BIA TM Security Agmt#page2.tif source=Utility Bus Serv BIA TM Security Agmt#page3.tif source=Utility Bus Serv BIA TM Security Agmt#page4.tif source=Utility Bus Serv BIA TM Security Agmt#page5.tif	
RECEIPT INFORMATION	
ETAS ID:	TM170049
Receipt Date:	04/19/2010
Fee Amount:	\$40

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THIS AGREEMENT AND THE LIENS EVIDENCED HEREBY ARE AND SHALL AT ALL TIMES BE AND REMAIN SUBORDINATED TO THE EXTENT AND MANNER SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT, DATED AS OF THE DATE HEREOF, BETWEEN THE SECURED PARTY AND RBC BANK (USA), AS SENIOR CREDITOR.

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of April 16, 2010 by and between Utility Business Services, Inc., a New Jersey corporation (the "Grantor"), having its chief executive office at 1085 Morris Avenue, Union, New Jersey 07083, and BIA DIGITAL PARTNERS SBIC II LP, a Delaware limited partnership, as collateral agent (in such capacity, the "Secured Party"), with offices at 15120 Enterprise Court, Suite 200, Chantilly, Virginia 20151, for the ratable benefit of the Holders (as defined in the Purchase Agreement described below).

This Agreement is executed pursuant to the terms of (a) the Securities Purchase Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement") by and among the Borrowers (as defined therein), the Secured Party and the Holders party thereto and (b) the Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") executed by the Grantors (as defined therein) in favor of the Secured Party, for the ratable benefit of the Holders. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Purchase Agreement or the Security Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Secured Party, for the ratable benefit of the Holders, a security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) all Trademarks and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark of the Grantor (excluding trademark applications for which Grantor has not filed and had accepted under applicable law a "Statement of Use" or "Amendment to Allege Use"), including, without limitation, each Trademark listed on Schedule A;

(ii) all claims by the Grantor against third parties (a) for past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark listed on Schedule A or (b) injury to the goodwill associated with any Trademark; and

(iii) all products and proceeds of the foregoing.

The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement,

all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Signature page follows]

4847-8833-9971.01

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

UTILITY BUSINESS SERVICES, INC., as Grantor

By: [Signature]
Name: Christopher A. Whitfield
Title: Chief Executive Officer

ACKNOWLEDGMENT

STATE OF NC
COUNTY OF WAKE

I, Brenda W. Looney, a Notary Public for said County and State, do hereby certify that Christopher A. Whitfield personally appeared before me this day and stated that he is Chief Executive Officer of Utility Business Services, Inc. and acknowledged, on behalf of Utility Business Services, Inc., the due execution of the foregoing instrument.

Witness my hand and official seal, this 5th day of April, 2010.

[Signature]
Notary Public Brenda W. Looney

My commission expires:

August 24, 2011

BRENDA W. LOONEY
NOTARY PUBLIC
WAKE COUNTY, N.C.

[Signature Pages Continue]

[Trademark Security Agreement – Utility Business Services, Inc.]

Agreed and Accepted as of the date first above written.

BIA DIGITAL PARTNERS SBIC II LP

By: BIA Digital Partners SBIC II LLC
Its: General Partner

By: BIA Digital Partners II LLC
Its: Manager

By: 
Name: Scott E. Chappell
Title: Principal

[Trademark Security Agreement – Utility Business Services, Inc.]

Schedule A to Trademark Security Agreement

UTILITY BUSINESS SERVICES, INC. TRADEMARKS

Jurisdiction/Property Type	Mark	Application # or Registration #	Date Filed or Date Registered
U.S. Trademark	WINS	2114085	11/18/1997