

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ITS HOLDING COMPANY, LLC		10/26/2010	LIMITED LIABILITY COMPANY: MARYLAND
INTERACTIVE TECHNOLOGY SOLUTIONS, LLC		10/26/2010	LIMITED LIABILITY COMPANY: MARYLAND
ITEQ HOLDING COMPANY, INC.		10/26/2010	CORPORATION: MARYLAND
ITEQ INTEGRATED TECHNOLOGIES, INC.		10/26/2010	CORPORATION: MARYLAND
CODIN SOLUTIONS, INC.		10/26/2010	CORPORATION: VIRGINIA
NETSTAR-1 HOLDING CORP.		10/26/2010	CORPORATION: DELAWARE
NETSTAR-1, INC.		10/26/2010	CORPORATION: DELAWARE
NETSTAR-1 GOVERNMENT SERVICES, INC.		10/26/2010	CORPORATION: MARYLAND
NETSTAR-1 GOVERNMENT SOLUTIONS, INC.		10/26/2010	CORPORATION: MARYLAND
OPTIMUS CORPORATION		10/26/2010	CORPORATION: VIRGINIA
AVIEL SYSTEMS, INC.		10/26/2010	CORPORATION: VIRGINIA

RECEIVING PARTY DATA

Name:	Citizens Bank of Pennsylvania, as Administrative Agent
Street Address:	8521 Leesburg Pike, Suite 405
City:	Vienna
State/Country:	VIRGINIA
Postal Code:	22182
Entity Type:	a state chartered bank: PENNSYLVANIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2994900	AUTODOCS

OP \$40.00 2994900

CORRESPONDENCE DATA

Fax Number: (617)951-8736
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 6179518075
Email: shannon.mcguire@bingham.com
Correspondent Name: Shannon L. McGuire
Address Line 1: One Federal Street
Address Line 2: Bingham McCutchen LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Shannon L. McGuire
Signature:	/SLM/
Date:	11/01/2010

Total Attachments: 11
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of October 26, 2010 (this "Agreement"), is made by and among ITS HOLDING COMPANY, LLC, a Maryland limited liability company ("Holdings"), INTERACTIVE TECHNOLOGY SOLUTIONS, LLC, a Maryland limited liability company ("ITS"), ITEQ HOLDING COMPANY, INC., a Maryland corporation ("ITS338"), ITEQ INTEGRATED TECHNOLOGIES, INC., a Maryland corporation ("ITEQ"), CODIN SOLUTIONS, INC., a Virginia corporation ("CSI"), NETSTAR-1 HOLDING CORP., a Delaware corporation ("NetStar Holding"), NETSTAR-1, INC., a Delaware corporation ("NetStar"), NETSTAR-1 GOVERNMENT SERVICES, INC., a Maryland corporation ("Government Services"), NETSTAR-1 GOVERNMENT SOLUTIONS, INC., a Maryland corporation ("Government Solutions"), OPTIMUS CORPORATION, a Virginia corporation ("Optimus"), AVIEL SYSTEMS, INC., a Virginia corporation ("Aviel" and together with Holdings, ITS, ITS338, ITEQ, CSI, NetStar Holding, NetStar, Government Services, Government Solutions, Optimus and any other Person who may hereafter be joined hereto, each individually a "Grantor", and collectively, "Grantors"), and CITIZENS BANK OF PENNSYLVANIA ("Citizens"), in its capacity as the Administrative Agent (the "Administrative Agent") on behalf of and for the benefit of itself and the Secured Parties (as defined in the Loan Agreement, as defined below), including, without limitation, certain lenders which are or may become parties to that certain Amended and Restated Loan and Guaranty Agreement, dated as of October 22, 2010 (as amended, amended and restated, restated, supplemented, refinanced or otherwise modified and in effect from time to time the "Loan Agreement"), among the Grantors, the other Loan Parties party thereto from time to time, Ares Capital Corporation, as Syndication Agent, Citizens Bank of Pennsylvania, as Administrative Agent, and the other lenders party thereto from time to time.

WITNESSETH:

WHEREAS, pursuant to the Loan Agreement, the lenders agreed to make certain financial accommodation available to the Grantor from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to that certain Amended and Restated Security Agreement dated as of October 26, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among Grantors and the Administrative Agent, the Grantors granted a security interest in Collateral (as defined therein) to the Administrative Agent for the benefit of itself and the other Secured Parties; and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

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 Loan Agreement, as applicable.

2 Grant of Security Interest. Each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all of Grantors' right, title and interest in and to all of the trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of each Grantor connected with and symbolized by such trademarks, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing, including, without limitation, those listed on Schedule 1 attached hereto and made a part hereof, whether now or hereafter existing or acquired by each Grantor (the "Trademark Collateral") and agrees to assign, transfer and convey, upon demand made upon and during the continuing occurrence of an Event of Default, all of Grantors' right, title and interest in, to and under the Trademark Collateral to the Administrative Agent, for the benefit of itself and each of the Secured Parties, to secure payment, performance and observance of the Obligations.

3 Security Agreement. This Agreement has been executed and delivered by each Grantor for the purpose of registering the security interest of the Administrative Agent, for the benefit of the Secured Parties, in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, under the Security Agreement. The terms and provisions of the Loan Agreement and the Security Agreement (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

4 Modification. Grantor hereby authorizes the Administrative Agent (i) to modify this Agreement, without the necessity of the Grantor's further approval or signature, by amending Schedule 1 hereto to include any other registered trademarks or service marks, or applications for trademarks or service mark registration, which the Grantor hereafter acquires any right, title or interest, and (ii) to take such further actions as may be necessary to appropriate to obtain and perfect the Administrative Agent's security interest, for the benefit of the Secured Parties, in any such right, title or interest of the Grantor (including but not limited to recording any such amended Agreement with the United States Patent and Trademark Office)

5 Loan Document. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

6 Conflict of Terms: Except as otherwise provided in this Agreement or any of the other Loan Documents by specific reference to the applicable provisions of this Agreement, if any provision contained in this Agreement conflicts with any provision in the Loan Agreement or the Security Agreement, the provisions contained in the Loan Agreement or the Security Agreement shall govern and control.

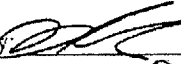
7 Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic method of transmission shall be effective as delivery of a manually executed counterpart hereof.

8 Governing Law. New York law governs this Agreement without regard to principles of conflicts of law.


[Signature page follows.]

IN WITNESS WHEREOF, this Trademark Security Agreement has been executed as of the day and year first above written.

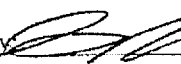
ITS HOLDING COMPANY, LLC

By: 
Name: Doug Kollme
Title: Secretary

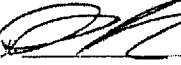
INTERACTIVE TECHNOLOGY SOLUTIONS, LLC

By: 
Name: Doug Kollme
Title: Secretary

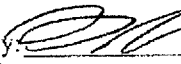
ITEQ HOLDING COMPANY, INC.

By: 
Name: Doug Kollme
Title: Secretary


ITEQ INTEGRATED TECHNOLOGIES, INC.

By: 
Name: Doug Kollme
Title: Secretary

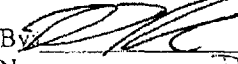
CODIN SOLUTIONS, INC.

By: 
Name: Doug Kollme
Title: Secretary


NETSTAR-1 HOLDING CORP.

By: 
Name: Doug Kollme
Title: Secretary


NETSTAR-1, INC.

By: 
Name: Doug Kollme
Title: Secretary

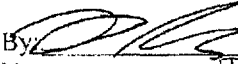
NETSTAR-1 GOVERNMENT SERVICES, INC.

By: 
Name: Doug Kollme
Title: Secretary


NETSTAR-1 GOVERNMENT SOLUTIONS, INC.

By: 
Name: Doug Kollme
Title: Secretary

OPTIMUS CORPORATION

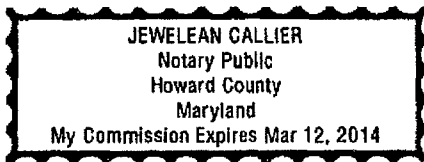
By: 
Name: Doug Kollme
Title: Secretary

AVIEL SYSTEMS, INC.

By: 
Name: Doug Kollme
Title: Secretary

NOTARY PUBLIC CERTIFICATES

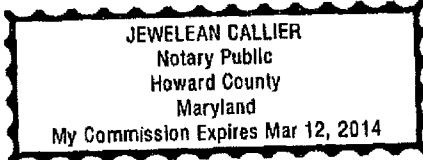
On this 25 day of Oct., 2010, Doug Kollme, who is personally known to me appeared before me in his/her capacity as the Secretary of ITS HOLDING COMPANY, LLC, a Maryland limited liability company ("Grantor"), and executed on behalf of Grantor the Trademark Security Agreement in favor of Citizens Bank of Pennsylvania, as the Administrative Agent for the Secured Parties, to which this Certificate is attached.



Jeweleen Callier
Notary Public

[Notarial Seal]

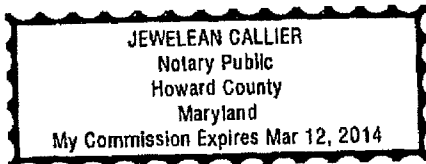
On this 25 day of Oct., 2010, Doug Kollme, who is personally known to me appeared before me in his/her capacity as the Secretary of INTERACTIVE TECHNOLOGY SOLUTIONS, LLC, a Maryland limited liability company ("Grantor"), and executed on behalf of Grantor the Trademark Security Agreement in favor of Citizens Bank of Pennsylvania, as the Administrative Agent for the Secured Parties, to which this Certificate is attached.



Jeweleen Callier
Notary Public

[Notarial Seal]

On this 25 day of Oct., 2010, Doug Kollme, who is personally known to me appeared before me in his/her capacity as the Secretary of ITEQ HOLDING COMPANY, INC., a Maryland corporation ("Grantor"), and executed on behalf of Grantor the Trademark Security Agreement in favor of Citizens Bank of Pennsylvania, as the Administrative Agent for the Secured Parties, to which this Certificate is attached.



Jeweleen Callier
Notary Public

[Notarial Seal]

[Notary Acknowledgement to Trademark Security Agreement]

On this 25 day of Oct., 2010, Doug Kallme, who is personally known to me appeared before me in his/her capacity as the Secretary of ITEQ INTEGRATED TECHNOLOGIES, INC., a Maryland corporation ("Grantor"), and executed on behalf of Grantor the Trademark Security Agreement in favor of Citizens Bank of Pennsylvania, as the Administrative Agent for the Secured Parties, to which this Certificate is attached.



Jewelean Callier
Notary Public

[Notarial Seal]

On this 25 day of Oct., 2010, Doug Kallme, who is personally known to me appeared before me in his/her capacity as the Secretary of CODIN SOLUTIONS, INC., a Virginia corporation ("Grantor"), and executed on behalf of Grantor the Trademark Security Agreement in favor of Citizens Bank of Pennsylvania, as the Administrative Agent for the Secured Parties, to which this Certificate is attached.



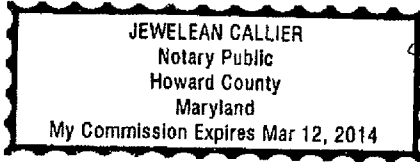
Jewelean Callier
Notary Public

[Notarial Seal]

[Notary Acknowledgment to Trademark Security Agreement]

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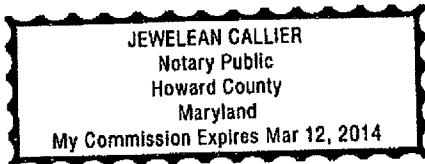
On this 25 day of Oct, 2010, Dave Kollme, who is personally known to me appeared before me in his/her capacity as the Secretary of NETSTAR-1 HOLDING CORP., a Delaware corporation ("Grantor"), and executed on behalf of Grantor the Trademark Security Agreement in favor of Citizens Bank of Pennsylvania, as the Administrative Agent for the Secured Parties, to which this Certificate is attached.



Jeweleen Callier
Notary Public

[Notarial Seal]

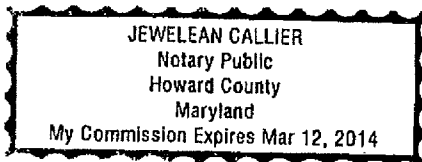
On this 25 day of Oct, 2010, Dave Kollme, who is personally known to me appeared before me in his/her capacity as the Secretary of NETSTAR-1, INC., a Delaware corporation ("Grantor"), and executed on behalf of Grantor the Trademark Security Agreement in favor of Citizens Bank of Pennsylvania, as the Administrative Agent for the Secured Parties, to which this Certificate is attached.



Jeweleen Callier
Notary Public

[Notarial Seal]

On this 25 day of Oct, 2010, Dave Kollme, who is personally known to me appeared before me in his/her capacity as the Secretary of NETSTAR-1 GOVERNMENT SERVICES, INC., a Maryland corporation ("Grantor"), and executed on behalf of Grantor the Trademark Security Agreement in favor of Citizens Bank of Pennsylvania, as the Administrative Agent for the Secured Parties, to which this Certificate is attached.



Jeweleen Callier
Notary Public

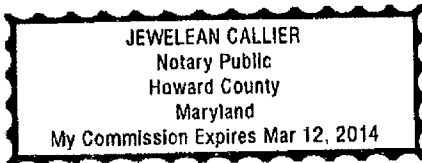
[Notarial Seal]

[Notary Acknowledgement to Trademark Security Agreement]

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TRADEMARK
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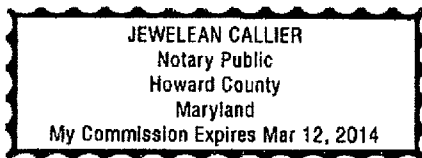
On this 25 day of Oct., 2010, Doug Kollme, who is personally known to me appeared before me in his/her capacity as the Secretary of NETSTAR-1 GOVERNMENT SOLUTIONS, INC., a Maryland corporation ("Grantor"), and executed on behalf of Grantor the Trademark Security Agreement in favor of Citizens Bank of Pennsylvania, as the Administrative Agent for the Secured Parties, to which this Certificate is attached.



Jeweleen Callier
Notary Public

[Notarial Seal]

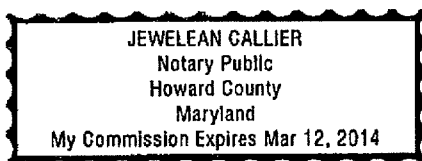
On this 25 day of Oct., 2010, Doug Kollme, who is personally known to me appeared before me in his/her capacity as the Secretary of OPTIMUS CORPORATION, a Virginia corporation ("Grantor"), and executed on behalf of Grantor the Trademark Security Agreement in favor of Citizens Bank of Pennsylvania, as the Administrative Agent for the Secured Parties, to which this Certificate is attached.



Jeweleen Callier
Notary Public

[Notarial Seal]

On this 25 day of Oct., 2010, Doug Kollme, who is personally known to me appeared before me in his/her capacity as the Secretary of AVIEL SYSTEMS, INC., a Virginia corporation ("Grantor"), and executed on behalf of Grantor the Trademark Security Agreement in favor of Citizens Bank of Pennsylvania, as the Administrative Agent for the Secured Parties, to which this Certificate is attached.



Jeweleen Callier
Notary Public

[Notarial Seal]

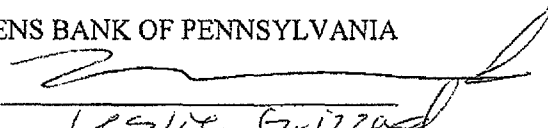
[Notary Acknowledgement to Trademark Security Agreement]

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TRADEMARK
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AGREED TO AND ACCEPTED:
LENDER:

CITIZENS BANK OF PENNSYLVANIA

By: 
Name: Leslie Grizzard
Title: SUP

A/73525636

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004309 FRAME: 0496

SCHEDULE 1

TRADEMARKS AND TRADEMARK REGISTRATIONS

<u>OWNER</u>	<u>SERIAL NUMBER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
Optimus Corporation	78444587	2994900	AUTOD.O.C.S.