

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
	<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>
	White Oak Technologies, Inc.		11/18/2010
	Denali Merger Sub, Inc.		11/18/2010
	DTA Acquisition, LLC		11/18/2010
			<b>Entity Type</b>
			CORPORATION: MARYLAND
			CORPORATION: MARYLAND
			LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CapitalSource Bank		
<b>Street Address:</b>	5404 Wisconsin Avenue, 2nd Floor		
<b>City:</b>	Chevy Chase		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20815		
<b>Entity Type:</b>	Industrial Bank: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
	<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
	Registration Number:	2886284	WAREMAN
	Registration Number:	3076234	WAREX
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(214)758-1550		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	214-758-1509		
<b>Email:</b>	wwalker@pattonboggs.com		
<b>Correspondent Name:</b>	Vicky Walker, Patton Boggs LLP		
<b>Address Line 1:</b>	2000 McKinney Avenue, Suite 1700		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	028252.0106		
<b>NAME OF SUBMITTER:</b>	Vicky Walker, Senior Paralegal		

OP \$65.00 2886284

Signature:	/Vicky Walker/
Date:	11/19/2010
<b>Total Attachments: 12</b> source=WOTI- IP Security Agreement (Executed Copy)#page1.tif source=WOTI- IP Security Agreement (Executed Copy)#page2.tif source=WOTI- IP Security Agreement (Executed Copy)#page3.tif source=WOTI- IP Security Agreement (Executed Copy)#page4.tif source=WOTI- IP Security Agreement (Executed Copy)#page5.tif source=WOTI- IP Security Agreement (Executed Copy)#page6.tif source=WOTI- IP Security Agreement (Executed Copy)#page7.tif source=WOTI- IP Security Agreement (Executed Copy)#page8.tif source=WOTI- IP Security Agreement (Executed Copy)#page9.tif source=WOTI- IP Security Agreement (Executed Copy)#page10.tif source=WOTI- IP Security Agreement (Executed Copy)#page11.tif source=WOTI- IP Security Agreement (Executed Copy)#page12.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of November 18, 2010 (this "**Agreement**"), made by and among DENALI MERGER SUB, INC., a Maryland corporation, ("**Denali**") (to be succeeded by WHITE OAK TECHNOLOGIES, INC., a Maryland corporation ("**WOTI**"), after the consummation of the Acquisition), DTA ACQUISITION, LLC, a Delaware limited liability company, ("**Holdings**", together with Newco and WOTI, each individually, a "**Credit Party**" and collectively, "**Credit Parties**"), in favor of CAPITALSOURCE BANK, as administrative agent (in that capacity, "**Agent**") for itself and the Lenders (as defined below).

### W I T N E S S E T H:

**WHEREAS**, pursuant to the Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof, by and among Agent and the lenders party thereto (collectively, the "**Lenders**"), Holdings, Newco, and after the Acquisition, WOTI (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), (i) the Lenders have agreed to make certain loans to the Borrowers named therein and (ii) the Credit Parties have granted a security interest to Agent, for the benefit of itself and the Lenders, in, among other things, all right, title and interest of the Credit Parties in, to and under all of the Credit Parties' Intellectual Property (as defined below), whether now existing or hereafter arising or acquired as security for the Obligations from time to time owing by the Credit Parties under the Loan Agreement; and

**WHEREAS**, each Credit Party is the owner of the entire right, title and interest in, to and under such Credit Party's respective Intellectual Property listed on Schedule I hereto; and

**NOW, THEREFORE**, in consideration of the premises and to induce Agent and the Lenders to enter into the Loan Agreement, the Credit Parties hereby agree with Agent as follows:

1. **Defined Terms.**

- (a) **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.
- (b) **Definitions of Certain Terms Used Herein.** As used herein, the following terms shall have the following meanings:

"**Copyrights**" shall mean, with respect to any Credit Party, all of such Credit Party's now existing or hereafter acquired right, title, and interest in and to: (i) copyrights, rights and interests in copyrights, works protectable by copyright, all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Copyright Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country,

and all research and development relating to the foregoing; and (ii) all renewals of any of the foregoing.

“Copyright Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Credit Party of any right to use any Copyright.

“Loan Agreement” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“Intellectual Property” shall mean, with respect to any Credit Party, all: (i) Trademarks and Trademark Licenses and all common-law rights in and to all of the foregoing; (ii) Patents and Patent Licenses; (iii) Copyrights and Copyright Licenses; (iv) all non-public information and materials held by Credit Parties including customer lists; customer information, books, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software (but excluding in all cases any agreements for the licensing of commercially available off-the-shelf software), source codes, object codes, executable code, data, databases; (v) other protectable physical manifestations, embodiments or incorporations of any Trademark, Trademark License, Patent, Patent License, Copyright or Copyright License; and (vi) all other similar proprietary rights throughout the world in and to all the foregoing.

“IP Collateral” shall have the meaning assigned to such term in Section 2 hereof.

“Licenses” shall mean, collectively, the Trademark Licenses, the Patent Licenses, and the Copyright Licenses.

“Patents” shall mean, with respect to any Credit Party, all of such Credit Party’s now existing or hereafter acquired right, title and interest in and to: (i) all patents, patent applications, inventions, invention disclosures and improvements, and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, and all research and development relating to the foregoing; and (ii) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing.

“Patent Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Credit Party of any right to manufacture, use or sell any invention covered by a Patent.

“Trademarks” shall mean, with respect to any Credit Party, all of such Credit Party’s now existing or hereafter acquired right, title, and interest in and to: (i) all of such Credit Party’s trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all applications (but excluding in all cases all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been

deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, *provided, that*, upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Trademarks), registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, and all research and development relating to the foregoing; (ii) all renewals thereof; (iii) the entire goodwill of the such Credit Party's business connected with and symbolized by the foregoing or the use thereof; and (iv) all designs and general intangibles of a like nature.

"Trademark Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to any Credit Party of any right to use any Trademark.

(c) **Other Definitional Provisions.**

- i. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and paragraph references are to this Agreement unless otherwise specified.
- ii. The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

2. **Grant of Security Interest.** To secure the payment and performance of the Obligations, each Credit Party hereby confirms and acknowledges that it has granted (and, to the extent not previously granted under the Loan Agreement, does hereby grant) to Agent, for the benefit of itself and the Lenders, a lien and security interest in such Credit Party's entire right, title and interest in its respective Intellectual Property (except to the extent any Intellectual Property License prohibits such grant or requires the consent of any third party) and all proprietary rights relating to or arising from such Intellectual Property, in each case whether now owned or hereafter acquired by such Credit Party, and including, without limitation, each Credit Party's right, title and interest in and to each Intellectual Property and proprietary right identified on Schedule I attached hereto and made a part hereof, and the right to sue for past, present and future infringements and dilutions, and all rights corresponding thereto throughout the world, and the entire goodwill of such Credit Party's business connected with and symbolized by such Intellectual Property and all income, fees, royalties, proceeds and other payments at any time due or payable with respect to any of the foregoing (referred to collectively as the "**IP Collateral**"). Notwithstanding anything in this Section 2, the IP Collateral shall not include any rights or interests in any lease, license, contract or agreement, if both (1) under the terms of such lease, license, contract or agreement, or applicable law with respect thereto, the grant of a security interest or lien therein to Agent is prohibited or would result in a default thereunder and (2) such prohibition or default has not been or is not waived, the consent of the other party to such lease, license, contract or agreement has not been or is not otherwise obtained to the granting of a security interest or such prohibition or default cannot be waived in any event under applicable law; provided, however, that the foregoing exclusion shall not in any way (i) apply to the extent any term of such lease, license, contract or agreement containing such prohibition or default

would be rendered ineffective under the UCC or other applicable law (including the Bankruptcy Code) or principles of equity, (ii) limit, impair or otherwise affect Agent's unconditional continuing security interest in and liens upon any rights or interests of the applicable Credit Party in or to the proceeds of any such lease, license, contract or agreement, including monies due or to become due under any such lease, license, contract or agreement (including any accounts), or (iii) apply at such time as the condition causing such prohibition or default shall be remedied or waived or the applicable counterparty consent is obtained to the granting of a security interest and, to the extent severable, as to any portion of such lease, license, contract or agreement that does not result in any of the consequences described in clause (1) of this sentence.

3. **Protection of Intellectual Property by Credit Parties.** The Credit Parties shall, at their sole cost, expense and risk, undertake the following with respect to the Intellectual Property:

- (a) Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property, as applicable, or with the prosecuting of any of the Intellectual Property consisting of Patents or applications for Patents, in each case, that is material to its business and otherwise take all steps in the exercise of its reasonable business judgment to maintain each registration for such Intellectual Property.
- (b) Take all actions in the exercise of its reasonable business judgment to prevent any of its Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way, if such forfeiture, abandonment, dedication, invalidation or impairment could reasonably be expected to result in a Material Adverse Change.
- (c) Pursue the prompt, diligent processing of each application for registration of any of its Intellectual Property material to its business, which is the subject of the security interest created herein, and not abandon or delay any such efforts.
- (d) Take any and all action that the Credit Parties reasonably deem appropriate under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

4. **Representations and Warranties.** Each Credit Party represents and warrants and, as applicable, covenants that:

- (a) Schedule I is a true, correct and complete list of all registered or applied for Intellectual Property owned by such Credit Parties as of the date hereof.
- (b) Except as set forth in Schedule II, such Credit Party's Intellectual Property has not been licensed outside of the Ordinary Course.
- (c) Its Intellectual Property identified on Schedule I hereto, is valid and enforceable, and to such Credit Party's knowledge: (i) no claim has been made as of the date hereof and is pending that the use of any such Intellectual Property does or may violate the rights of any third person; and (ii) as of the date hereof, no material

claim has been asserted and is pending by any Person challenging or questioning the use by such Credit Party of any such Intellectual Property or the validity or effectiveness of any such Intellectual Property, nor does such Credit Party know of any valid basis for any such claim.

- (d) Except as could not be reasonably expected to result in a Material Adverse Change, each Credit Party owns, or is licensed to use, all Intellectual Property necessary for the conduct of its business as currently conducted, and such Credit Party is the sole and exclusive owner of the entire right, title and interest in, under and to such owned Intellectual Property, free and clear of any liens, charges and encumbrances, other than any Permitted Liens, open source software rights, mandated government rights and Liens in favor of Agent.
- (e) To the knowledge of such Credit Party, no holding, decision or judgment has been rendered by any Governmental Authority as of the date hereof which would limit, cancel or question the validity of, or any Credit Party's rights in, any Intellectual Property set forth on Schedule I in any respect that could reasonably be expected to result in a Material Adverse Change.
- (f) Such Credit Party shall give Agent written notice (with reasonable detail) on a quarterly basis in the event that it:
  - i. obtains rights to, any material new registered Intellectual Property and the filing of applications for registration of any new Intellectual Property, or otherwise acquiring ownership of any new registered Intellectual Property;
  - ii. enters into any material new Licenses (other than non-customized mass market licenses of rights in Intellectual Property and licenses to third party customers entered into in the Ordinary Course); or
- (g) Such Credit Party shall give Agent written notice (with reasonable detail) following the occurrence of the Credit Parties' knowing or having reason to know, that any application or registration relating to any of its Intellectual Property which is material to its business may reasonably be expected to be forfeited, abandoned or dedicated to the public, or of any materially adverse determination or development in a pending litigation matter (including, without limitation, the institution of, or any determination or development in, any proceeding in the United States Patent and Trademark Office or any other court or tribunal) regarding the Credit Party's ownership of, or the validity of, any such Intellectual Property or such Credit Party's right to register the same or to own and maintain the same.
- (h) If such Credit Party amends its name, such Credit Party shall provide copies of such amendment documentation to Agent and shall re-register or update the title records of such Credit Party's registered Intellectual Property with the appropriate Governmental Authority and shall execute and deliver such agreements or documentation as Agent shall request to maintain a perfected first priority security

interest in such Intellectual Property, to the extent such security interest can be perfected by such filing.

5. **No Violation of Loan Agreement.** The representations, warranties or covenants contained herein are supplemental to those representations, warranties and covenants contained in the Loan Agreement, and shall not be deemed to modify any such representation, warranty or covenant contained in the Loan Agreement.

6. **Agreement Applies to Future Intellectual Property.**

- (a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in Section 4 above, all of which shall be deemed to be and treated as “Intellectual Property” within the meaning of this Agreement.
- (b) Upon the reasonable request of Agent, the Credit Parties shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as Agent may request to evidence Agent’s security interest in any registered Intellectual Property and the goodwill of the Credit Parties relating thereto or represented thereby (including, without limitation, filings with the United States Patent and Trademark Office or any similar office), and the Credit Parties each hereby constitute Agent as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; *provided, however*, Agent’s taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

7. **Credit Parties’ Rights To Enforce Intellectual Property.** Prior to Agent’s giving of notice to the Credit Parties following the occurrence and during the continuance of an Event of Default, the Credit Parties shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property including the right to seek injunctions and/or money damages, in an effort by the Credit Parties to protect the Intellectual Property against encroachment by third parties, *provided, however*:

- (a) Any money damages awarded or received by the Credit Parties on account of such suit (or the threat of such suit) shall constitute IP Collateral.
- (b) Any damages recovered in any action pursuant to this Section, net of costs and attorneys’ fees reasonably incurred, to be applied as provided in the Loan Agreement, as applicable.
- (c) Following the occurrence and during the continuance of any Event of Default, Agent, by notice to the Credit Parties, may terminate or limit the Credit Parties’ exclusive rights under this Section 7.

8. **Agent’s Actions To Protect Intellectual Property.** Upon the occurrence and continuance of any Event of Default, Agent, acting in its own name or in that of the Credit Parties, may (but shall not be required to) act in the Credit Parties’ place and stead and/or in



Agent's own right with respect to the rights and obligations of the Credit Parties under Section 3, Section 6 and Section 7 hereof.

**9. Rights Upon Default.** Upon the occurrence and during the continuance of any Event of Default, Agent may exercise all rights and remedies as provided for in the Loan Agreement.

**10. Agent as Attorney In Fact.**

- (a) The Credit Parties hereby irrevocably constitute and designate Agent as and for the Credit Parties' attorney in fact, effective following the occurrence and during the continuance of an Event of Default to:
  - i. Supplement and amend from time to time Schedule I of this Agreement to include any new or additional registered Intellectual Property of the Credit Parties.
  - ii. Exercise any of the rights and powers referenced herein.
- (b) The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly authorized officer of Agent.
- (c) Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 8 or Section 10, but if Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to any Credit Party for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding Agent has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been negligent or in actual bad faith.

**11. Agent's Rights.** Upon an Event of Default and during the continuance thereof, any use by Agent of the Intellectual Property, as authorized hereunder in connection with the exercise of Agent's rights and remedies under this Agreement and under the Loan Agreement shall be coextensive with the Credit Parties' rights thereunder and with respect thereto and without any liability for royalties or other related charges.

**12. No Limitation; Loan Agreement.** This Agreement has been executed and delivered by the Credit Parties for the purpose of recording the security interest granted to Agent with respect to the IP Collateral with the United States Patent and Trademark Office and the United States Copyright Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Agent, for the benefit of itself and the Lenders, under the Loan Agreement and the other Loan Documents. The Loan Agreement (and all rights and remedies of the Credit Parties, Agent, and the Lenders thereunder) shall remain in full force and effect in accordance with its terms. In the event of a conflict between this

Agreement and the Loan Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the Loan Agreement with respect to all other Collateral.

13. **Termination; Release of Trademark Collateral.** This Agreement and all obligations of the Credit Parties and Agent hereunder shall terminate on the date upon which the Obligations are Paid in Full and the Loan Agreement is terminated in accordance with the terms of the Loan Agreement. Upon termination of this Agreement, Agent shall, at the expense of the Credit Parties, take such actions required by the Loan Agreement to release its security interest in the IP Collateral.

14. **Binding Effect; Benefits.** This Agreement shall be binding upon the Credit Parties and their respective successors and assigns, and shall inure to the benefit of Agent, the Lenders and their respective successors and assigns.


15. **Assumption by WOTI.** By executing and delivering this Agreement, upon the consummation of the Acquisition, WOTI hereby assumes all right, title, interests, obligations and liabilities of all and whatever nature of Newco under this Agreement with the same force and effect as if originally a "Credit Party" hereunder. Without limiting the generality of the foregoing, upon the consummation of the Acquisition, WOTI hereby expressly agrees to observe and perform and be bound by all of the terms, covenants, representations, warranties, and agreements contained in this Agreement that are binding upon, and to be observed or performed by, Newco without any defense, set off, claim of recoupment or counterclaim. WOTI hereby ratifies and confirms the validity of, and all of its obligations and liabilities (including the Obligations) under, this Agreement. Upon the consummation of the Acquisition, each reference in this Agreement to a "Credit Party", or words to that effect, shall include WOTI, and WOTI shall be a "Credit Party" for all purposes of this Agreement.

16. **GOVERNING LAW.** THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ITS CHOICE OF LAW PROVISIONS THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

[Remainder of Page Intentionally Left Blank]

**IN WITNESS WHEREOF**, the parties have caused this Intellectual Property Security Agreement to be executed by its duly authorized representatives as of the date first above written.

**DENALI MERGER SUB, INC.**

By:   
Name: Michael Lustbader  
Title: President

**DTA ACQUISITION, LLC**

By: \_\_\_\_\_  
Name: Wayne Wilkinson  
Title: President

**WHITE OAK TECHNOLOGIES, INC.**


By: \_\_\_\_\_  
Name: Wayne Wilkinson  
Title: President and Chief Operating Officer

**IN WITNESS WHEREOF**, the parties have caused this Intellectual Property Security Agreement to be executed by its duly authorized representatives as of the date first above written.


**DENALI MERGER SUB, INC.**

By: \_\_\_\_\_  
Name: Michael Lustbader  
Title: President

**DTA ACQUISITION, LLC**

By:  \_\_\_\_\_  
Name: Wayne Wilkinson  
Title: President

**WHITE OAK TECHNOLOGIES, INC.**

By:  \_\_\_\_\_  
Name: Wayne Wilkinson  
Title: President and Chief Operating Officer

## Schedule I

### U.S. Trademark Registrations

Mark	Goods/Services	Registration No.	Registration Date	Serial No.	Owner	Comments /Status
WAREMAN	Data mining services, namely, data matching services using proprietary software to analyze and match data records	2,886,284	September 21, 2004	78202716	White Oak Technologies, Inc.	Live; Principal Register
WareX	Computer software for application and database integration	3,076,234	April 4, 2006	78569500	White Oak Technologies, Inc.	Live; Principal Register

### U.S. Copyright Registrations and Application

None.

### U.S. Patent Registrations and Application

None.

U.S. Domain Name Registration

<u>DOMAIN NAME</u>	<u>EXPIRATION DATE</u>
WAREMAN.COM	March 15, 2016
WOTI.COM	November 26, 2015
FEDFIND.COM	May 13, 2011
MILFIND.COM	August 17, 2011
SCHOLARFIND.COM	September 3, 2013
SHOULDWORKFOR.US	April 3, 2011
SHOULDWORKFORWOTI.COM	April 4, 2011
WAREMAN.US	January 20, 2011
WAREMANPRO.COM	January 21, 2011
WAREMANPRO.INFO	January 21, 2011
WAREMANPRO.NET	January 21, 2011
WAREMANPRO.ORG	January 21, 2011
WAREMANPRO.US	January 20, 2011
WOTI.INFO	March 21, 2012
WOTI.JOBS	September 9, 2012
WOTI.US	March 20, 2012