

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Precyse Solutions, L.L.C.		09/02/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Regions Bank		
Street Address:	315 Deaderick Street		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37238		
Entity Type:	banking corporation: ALABAMA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77904067	PRECYSE SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number: (404)881-7777 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: 404-881-7000 Email: betsy.perkins@alston.com Correspondent Name: Ginabeth B. Hutchison Address Line 1: 1201 West Peachtree Street Address Line 4: Atlanta, GEORGIA 30309-3424			
ATTORNEY DOCKET NUMBER:	112180/391265		
NAME OF SUBMITTER:	Ginabeth B. Hutchison		
Signature:	/Ginabeth B. Hutchison/		
Date:	12/15/2010		

OP \$40.00 77904067

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TRADEMARK
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 2, 2010, is made by Precyse Solutions, L.L.C. (the "Grantor"), in favor of REGIONS BANK, as Collateral Agent (in such capacity, together with its successors, "Collateral Agent"), for the benefit of the Secured Parties (as defined in the Credit Agreement).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as amended, restated, modified, extended, renewed, replaced, supplemented and/or refinanced from time to time, the "Credit Agreement"; capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Credit Agreement) by and among Precyse Solutions, L.L.C. ("Borrower"), the other Credit Parties from time to time party thereto, as Guarantors, the Lenders from time to time party thereto (the "Lender"), the Issuing Bank (as defined therein), the Lenders, the Issuing Bank, the Collateral Agent and the Administrative Agent (as defined therein) have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Security Agreement dated as of the date hereof in favor of the Collateral Agent (the "Security Agreement"), to guarantee the Secured Obligations (as defined in the Security Agreement); and

WHEREAS, the Grantor is a party to the Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, does hereby grant to Collateral Agent, for the benefit of the Secured Parties, a continuing Lien on and security interest in all of the right, title and interest of the Grantor in, to and under all of the following Collateral (and all rights therein) of such Grantor whether now existing or hereafter from time to time acquired (the "Trademark Collateral"):

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Trademark Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

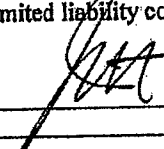
Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO THE CONFLICT OF LAW PRINCIPLES THEREOF EXCEPT FOR SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NON-PERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN NEW YORK.

[SIGNATURE PAGES FOLLOW]

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

GRANTOR:

PRECYSE SOLUTIONS, L.L.C.,
a Delaware limited liability company

By: 
Name: _____
Title: _____

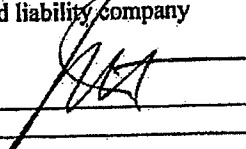
[Signatures Continue on the Following Pages]

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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Name: _____
Title: _____

[Signatures Continue on the Following Pages]

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

REGIONS BANK, as Collateral Agent

By: 


Name: _____

Title: _____

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

REGIONS BANK, as Collateral Agent

By: 
Name: _____
Title: _____

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. REGISTERED TRADEMARKS

None.

B. TRADEMARK APPLICATIONS

**Precyse Solutions, Date of Application: January 3, 2010; Serial Number: 77904067;
Applicant Name: Precyse Solutions, LLC.**

C. TRADEMARK LICENSES

None.