

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The SI Organization, Inc.		11/22/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as administrative agent		
Street Address:	270 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Bank: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3844059	OASIS	
Registration Number:	3844058	O	
Registration Number:	3844057	OASIS	
CORRESPONDENCE DATA			
Fax Number:	(212)593-5955		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-756-2264		
Email:	marc.wyittenbach@srz.com		
Correspondent Name:	M. Wyittenba c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	22nd Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	081979-0179		
NAME OF SUBMITTER:	Marc Wyittenbach (081979-0179)		

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Signature:	/kc for mw/
Date:	12/15/2010
Total Attachments: 5 source=Trademark Assignment for The SI Organization, Inc#page1.tif source=Trademark Assignment for The SI Organization, Inc#page2.tif source=Trademark Assignment for The SI Organization, Inc#page3.tif source=Trademark Assignment for The SI Organization, Inc#page4.tif source=Trademark Assignment for The SI Organization, Inc#page5.tif	

GRANT OF
SECURITY INTEREST IN TRADEMARKS

This GRANT OF SECURITY INTEREST IN TRADEMARKS ("Agreement"), effective as of November 22, 2010 is made by The SI Organization, Inc., a Delaware corporation, located at 720 Vandenburg Road PA/C, King of Prussia, Pennsylvania 19406 (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., as Administrative Agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement, dated as of November 22, 2010 (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "Credit Agreement"), among The SI Organization Holding Corp. ("Holdings"), The SI Organization, Inc. (the "Borrower"), the Lenders and the Administrative Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered the Guarantee and Collateral Agreement, dated as of November 22, 2010, in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

SECTION 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 or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Administrative Agent for the benefit of the Administrative Agent and the Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The

Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.


SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

(Remainder of the page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

THE SI ORGANIZATION, INC.

By: 
Name: Ramzi M. Musallam
Title: Secretary

IP-Trademark Agreement

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JPMORGAN CHASE BANK, N.A., as Administrative
Agent for the Secured Parties

By: 
Name: ROBERT P. KELLAS
Title: EXECUTIVE DIRECTOR

[Signature page to Grant of Security Interest in Trademarks]

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Schedule A

Trademarks

<i>Mark</i>	<i>Registration No(s)</i>	<i>Registration Date</i>
OASIS	US 3844059	09/07/2010
O & Design	US 3844058	09/07/2010
OASIS & Design	US 3844057	09/07/2010

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