

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
OMNIPLEX World Services Corporation		12/20/2010	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank		
Street Address:	Sixth and Marquette		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55479		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85020391	OMNIPLEX WORLD SERVICES CORPORATION	
Registration Number:	2859769	RIGHT PEOPLE. RIGHT VALUES.	
CORRESPONDENCE DATA			
Fax Number:	(202)799-5144		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2027994000		
Email:	dctrademarks@dlapiper.com		
Correspondent Name:	Thomas E. Zutic		
Address Line 1:	500 Eighth Street, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	WELLS/OMNIPLEX		
NAME OF SUBMITTER:	Attorney of record, DC bar member		
Signature:	/Thomas E. Zutic/		

OP \$65.00 85020391

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TRADEMARK
REEL: 004438 FRAME: 0287

Date:

12/21/2010

Total Attachments: 7

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COPYRIGHT AND TRADEMARK SECURITY AGREEMENT

This COPYRIGHT AND TRADEMARK SECURITY AGREEMENT (this "Copyright and Trademark Security Agreement") is made this 20th day of December, 2010, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, as Lender (together with its successors, "Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Financing and Security Agreement dated as of December 20, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Grantors, as borrower ("Borrowers"), the Lender is willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, Lender is willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among other things, that Grantors execute and deliver to Lender this Copyright and 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN COPYRIGHT AND TRADEMARK COLLATERAL. Each Grantor hereby grants to Lender a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "IP Collateral");

(a) each Copyright, Copyright registration and Copyright application, including, without limitation, the Copyright registrations and Copyright applications referred to on Schedule I hereto;

(b) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Copyright or Copyright registration including, without limitation, the Copyright registrations referred to on Schedule I hereto;

(c) all of its Trademarks and Trademark intellectual property licenses to which it is a party including those referred to on Schedule II hereto;

(d) all goodwill, trade secrets, proprietary or confidential information with respect to Trademarks and Trademark intellectual property licenses, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(e) all reissues, continuations or extensions of the foregoing;

(f) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark intellectual property license; and

(g) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any intellectual property license or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any intellectual property license.

3. SECURITY FOR OBLIGATIONS. This Copyright and Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Copyright and Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Lender whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Copyright and Trademark Security Agreement are granted in conjunction with the security interests granted to Lender, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new copyrights or trademarks, the provisions of this Copyright and Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Lender with respect to any such new copyrights or trademarks or renewal or extension of any copyright or trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Lender unilaterally to modify this Agreement by amending Schedule I or Schedule II respectively to include any such new copyright or trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Copyright and Trademark Security Agreement or amend Schedule I or Schedule II shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on the respective schedules.

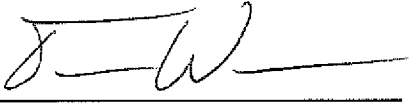
6. COUNTERPARTS. This Copyright and Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Copyright and Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Copyright and Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Copyright and Trademark Security Agreement or any other Loan Document refer to this Copyright and Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Copyright and Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Copyright and Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such

alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Agent

By: 

Name: Tony Wolfe

Title: Vice President

SCHEDULE I
to
COPYRIGHT AND TRADEMARK SECURITY AGREEMENT

Copyright Registrations/Applications

COPYRIGHTS

Title	Description	Copyright Number	Registration Date	Owner/Claimant	Status
IRMA	Computer Program	TX0003808650	01/28/1997	OMNIPLEX World Services Corporation	
IRMA	Computer Program	Application No. 1-404633591	Submitted 5/20/10	OMNIPLEX World Services Corporation	

SCHEDULE II
to
COPYRIGHT AND TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

TRADEMARKS

U.S. FEDERAL TRADEMARKS

U.S. Trademarks (Current)	Application Number	Filing Date	Registration Number	Registration Date
"RIGHT PEOPLE. RIGHT VALUES."		11/06/2004	2,859,769	11/06/2004
OMNIPLEX Logo	85020391			

Trade Names

Common Law Trademarks

Trademarks Not Currently In Use

U.S. Trademarks (Abandoned)	Application Number	Filing Date	Registration Number	Registration Date

Trademark Licenses

Nature of Interest (e.g., owner, licensee)	Registered Trademark	Registration No.	Property Covered	Date Registered	Docket No.