

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
Infrastrategy L.L.C.		12/23/2010	LIMITED LIABILITY COMPANY: ILLINOIS

RECEIVING PARTY DATA

Name:	BIA Digital Partners SBIC II LP
Street Address:	15120 Enterprise Court, Suite 200
City:	Chantilly
State/Country:	VIRGINIA
Postal Code:	20151
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	3615468	TOTAL ATTORNEYS
Registration Number:	3157582	TOTALDUI
Registration Number:	3157581	TOTALDIVORCE
Registration Number:	3157580	TOTALBANKRUPTCY
Registration Number:	3612149	TOTAL IMMIGRATION
Registration Number:	3612140	TOTAL INJURY
Registration Number:	3430368	YOU DON'T NEED ADVERTISING... YOU NEED CUSTOMERS.
Registration Number:	3430369	YOU DON'T NEED ADVERTISING... YOU NEED CLIENTS.
Registration Number:	2057559	ATTORNEYFIND
Registration Number:	3615328	TOTAL CRIMINAL DEFENSE
Registration Number:	3615329	CLEAR BANKRUPTCY
Registration Number:	3615331	TOTAL LAWYERS
Registration Number:	3713128	DIVORCE SHERPA

OP \$540.00 3615468

Registration Number:	3670793	TOTAL SOCIAL SECURITY LAW
Registration Number:	3676466	T
Registration Number:	3688504	PRACTICE MAKES PERFECT
Registration Number:	3617253	VIRTUAL LAW OFFICE TECHNOLOGY, LLC
Registration Number:	3628320	VLOTECH
Registration Number:	3749603	TOTAL EMPLOYMENT LAW
Registration Number:	3747642	GET A LIFE
Registration Number:	3617227	

CORRESPONDENCE DATA

Fax Number: (704)353-3698
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 704 331 5792
Email: donna.millard@klgates.com
Correspondent Name: Karl S. Sawyer, Jr.
Address Line 1: 214 N Tryon St, Hearst Tower 47th Floor
Address Line 2: K & L Gates LLP
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	2827616.00042BIADIGITALPT
NAME OF SUBMITTER:	Karl S. Sawyer, Jr.
Signature:	/ Karl S. Sawyer, Jr. /
Date:	12/27/2010

Total Attachments: 4
source=Infrastructure BIA TM Security Agreement#page1.tif
source=Infrastructure BIA TM Security Agreement#page2.tif
source=Infrastructure BIA TM Security Agreement#page3.tif
source=Infrastructure BIA TM Security Agreement#page4.tif

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of December 23, 2010 by and between Infrastrategy L.L.C., an Illinois limited liability company (the "Grantor"), having its chief executive office at 25 East Washington Street, Suite 510, Chicago, Illinois 60602, and BIA DIGITAL PARTNERS SBIC II LP, a Delaware limited partnership, as collateral agent (in such capacity, the "Secured Party"), with offices at 15120 Enterprise Court, Suite 200, Chantilly, Virginia 20151, for the ratable benefit of the Holders (as defined in the Purchase Agreement described below).

This Agreement is executed pursuant to the terms of (a) the Securities Purchase Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement") by and among the Borrowers (as defined therein), TotalAttorneys Holdings, Inc., the Secured Party and the Holders party thereto and (b) the Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") executed by the Grantors (as defined therein) in favor of the Secured Party, for the ratable benefit of the Holders. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Purchase Agreement or the Security Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Secured Party, for the ratable benefit of the Holders, a security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) all Trademarks and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark of the Grantor (excluding trademark applications for which Grantor has not filed and had accepted under applicable law a "Statement of Use" or "Amendment to Allege Use"), including, without limitation, each Trademark listed on Schedule A;

(ii) all claims by the Grantor against third parties (a) for past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark listed on Schedule A or (b) injury to the goodwill associated with any Trademark; and

(iii) all products and proceeds of the foregoing.

The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

INFRASTRATEGY L.L.C., as Grantor

By: [Signature]
Name: Edmund J. Scanlan
Title: Chief Executive Officer

ACKNOWLEDGMENT

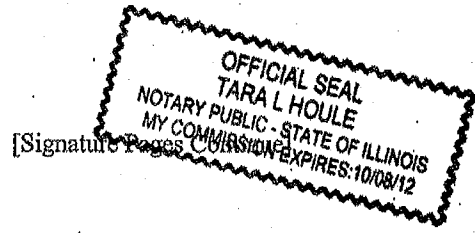
STATE OF Illinois
COUNTY OF Cook

I, Tara Houle, a Notary Public for said County and State, do hereby certify that Edmund J. Scanlan personally appeared before me this day and stated that he is CEO of Infrastrategy L.L.C and acknowledged, on behalf of Infrastrategy L.L.C., the due execution of the foregoing instrument.

Witness my hand and official seal, this 22nd day of December, 2010.

[Signature]
Notary Public

My commission expires:
10/8/2012



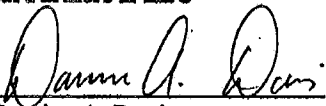
[Trademark Security Agreement -- Infrastrategy L.L.C./TotalAttorneys Holdings, Inc.]

Agreed and Accepted as of the date first above written:

BIA DIGITAL PARTNERS SBIC II LP

By: BIA Digital Partners SBIC II LLC
Its: General Partner

By: BIA Digital Partners II LLC
Its: Manager

By: 
Name: Damien A. Dovi
Title: Vice President and an authorized person

[Trademark Security Agreement -- Infrastrategy L.L.C./TotalAttorneys Holdings, Inc.]

Schedule A to Trademark Security Agreement

INFRASTRATEGY L.L.C. TRADEMARKS

Jurisdiction/Property Type	Mark	Application # or Registration #	Date Filed or Date Registered
U.S. Trademark	Total Attorneys	3615468	5/5/2009
U.S. Trademark	Total DUI	3157582	10/17/2006
U.S. Trademark	Total Divorce	3157581	10/17/2006
U.S. Trademark	Total Bankruptcy	3157580	10/17/2006
U.S. Trademark	Total Immigration	3612149	4/28/2009
U.S. Trademark	Total Injury	3612140	4/28/2009
U.S. Trademark	You Don't Need Advertising ... You Need Customers	3430368	5/20/2008
U.S. Trademark	You Don't Need Advertising ... You Need Clients	3430369	5/20/2008
U.S. Trademark	AttorneyFind	2057559	4/29/1997
U.S. Trademark	Total Criminal Defense	3615328	5/5/2009
U.S. Trademark	Clear Bankruptcy	3615329	5/5/2009
U.S. Trademark	Total Lawyers	3615331	5/5/2009
U.S. Trademark	Divorce Sherpa	3713128	11/17/2009
U.S. Trademark	Total Social Security Law	3670793	8/18/2009
U.S. Trademark	T	3676466	9/1/2009
U.S. Trademark	Practice Makes Perfect	3688504	9/29/2009
U.S. Trademark	Virtual Law Office Technology, LLC	3617253	5/5/2009
U.S. Trademark	VLOTECH	3628320	5/26/2009
U.S. Trademark	Total Employment Law	3749603	2/16/2010
U.S. Trademark	Get a Life	3747642	2/9/2010
U.S. Trademark	Design (grotesque man)	3617227	5/5/2009