

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
Genex Network Services, LLC		12/31/2010	LIMITED LIABILITY COMPANY: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	1600 John F. Kennedy Boulevard		
Internal Address:	4 Penn Center, Suite 1100		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19103		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3662089	NS NETWORK SYNERGY GROUP	
CORRESPONDENCE DATA			
Fax Number:	(214)981-3400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	717 N. Harwood St., Suite 3400		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	17038-30260		
NAME OF SUBMITTER:	Dusan Clark		
Signature:	/Dusan Clark/		

CH \$40.00 3662089

900180542

TRADEMARK

REEL: 004447 FRAME: 0498

Date:

01/05/2011

Total Attachments: 6

source=Fully Executed Trademark Security Agreement (NSG)#page1.tif

source=Fully Executed Trademark Security Agreement (NSG)#page2.tif

source=Fully Executed Trademark Security Agreement (NSG)#page3.tif

source=Fully Executed Trademark Security Agreement (NSG)#page4.tif

source=Fully Executed Trademark Security Agreement (NSG)#page5.tif

source=Fully Executed Trademark Security Agreement (NSG)#page6.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 31, 2010, is entered into between GENEX NETWORK SERVICES, LLC, a Pennsylvania limited liability company (“Grantor”), and BANK OF AMERICA, N.A., a national banking association, as administrative agent for the Lenders (“Administrative Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of March 19, 2007, by and among GENEX Services, Inc., Genex Holdings, Inc., the financial institutions party thereto as lenders (the “Lenders”) and the Administrative Agent (as from time to time amended, restated, supplemented or otherwise modified, the “Credit Agreement”), the Lenders have agreed to make Loans and certain other financial accommodations to Grantor; and

WHEREAS, in order to induce (i) the Lenders and Administrative Agent to enter into the Credit Agreement and the other Loan Documents, and (ii) the Lenders to make such Loans and other financial accommodations, Grantor has agreed to grant to Administrative Agent, for itself and for the benefit of the Lenders, a continuing Lien on the Trademark Collateral (as hereinafter defined) to secure the Obligations;

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:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Collateral Agreement, dated as of March 19, 2007, by and among Grantor, the other grantors party thereto, and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** To secure the prompt and complete payment, performance and observance of all of the Obligations, Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Administrative Agent for its benefit and the benefit of the Lenders, a continuing first priority Lien in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

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

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i)

infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, on behalf of itself and the Lenders pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative 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.

[signature page follows]

IN WITNESS WHEREOF, 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.

GENEX NETWORK SERVICES, LLC,
as Grantor

By: Peter C. Madeja
Name: Peter C. Madeja
Title: President & CEO

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, 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.

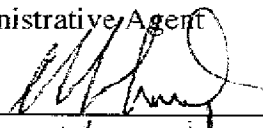
GENEX NETWORK SERVICES, LLC,
as Grantor

By: _____

Name: _____

Title: _____

BANK OF AMERICA, N.A.,
as Administrative Agent

By:  _____

Name: Kenneth A. Wood

Title: SVP

ACKNOWLEDGMENT OF GRANTOR

STATE OF PENNSYLVANIA)
)
COUNTY OF CHESTER) ss.

On this 29th day of DEC, 2010 before me personally appeared Peter C. MADEJA, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of GENEX Network Services, LLC, who being by me duly sworn did depose and say that he/she is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its PRESIDENT CEO and that he/she acknowledged said instrument to be the free act and deed of said limited liability company.

Debora N. Scavichio
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Debora N. Scavichio, Notary Public
Tredyffrin Twp., Chester County
My Commission Expires Aug. 8, 2014
Member, Pennsylvania Association of Notaries

SCHEDULE I
TRADEMARKS

Mark

**NS NETWORK SYNERGY
GROUP (STYLIZED LETTERS)**

Registration No.

3,662,089

Registration Date

July 28, 2009