

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
Pegasus Research Group, LLC		01/01/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Main Street Capital Corporation		
Street Address:	1300 Post Oak Blvd, Suite 800		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77056		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3531693	INTELEGILITY	
Registration Number:	3836728	TELEVERDE	
Registration Number:	3385071	TELEVERDE INSIGHT	
CORRESPONDENCE DATA			
Fax Number:	(214)200-0853		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	713-547-2551		
Email:	ipdocketing@haynesboone.com		
Correspondent Name:	Mark Tidwell		
Address Line 1:	2323 Victory Avenue, Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	39388.14		
NAME OF SUBMITTER:	Mark Tidwell		

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Signature:	/Mark Tidwell/
Date:	01/20/2011
Total Attachments: 9 source=SecurityAgreement#page1.tif source=SecurityAgreement#page2.tif source=SecurityAgreement#page3.tif source=SecurityAgreement#page4.tif source=SecurityAgreement#page5.tif source=SecurityAgreement#page6.tif source=SecurityAgreement#page7.tif source=SecurityAgreement#page8.tif source=SecurityAgreement#page9.tif	

**INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “*Security Agreement*”), is made as of January 1, 2011, by PEGASUS RESEARCH GROUP, LLC, a Delaware limited liability company (the “*Company*”), and each of the Company’s Subsidiaries (collectively with the Company, “*Grantors*” and each, individually, a “*Grantor*”), for the benefit of MAIN STREET CAPITAL CORPORATION, a Maryland corporation, as administrative agent and collateral agent (in such capacity, “*Secured Party*”) for itself and the other Lenders (defined below).

RECITALS:

WHEREAS, Grantors, as borrowers, each lender from time to time party thereto (collectively the “*Lenders*”), and Secured Party, as administrative agent and collateral agent for itself and the other Lenders, have entered into that certain Loan Agreement of even date herewith (as from time to time amended, restated, supplemented or otherwise modified, the “*Loan Agreement*”); and

WHEREAS, the execution and delivery of this Security Agreement is a condition precedent to the Lenders’ execution and delivery of the Loan Agreement and their agreement to extend credit to Grantors pursuant to the Loan Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing and as an inducement to Lenders to enter into the Loan Agreement and extend credit to Grantors, 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.** Unless otherwise defined herein, terms which are defined in the Loan Agreement and used herein are so used as so defined, and the following terms shall have the following meanings:

Collateral has the meaning assigned to it in *Section 2* of this Security Agreement.

Copyrights means all types of protective rights granted (or applications therefor) for any work that constitutes copyrightable subject matter, including without limitation, literary works, musical works, dramatic works, pictorial, graphic and sculptural works, motion pictures and other audiovisual works, sound recordings, architectural works, in any country of the world and including, without limitation, any works referred to in *Schedules A, B, and C* attached hereto.

Copyright License means any agreement material to the operation of any Grantor’s businesses, whether written or oral, providing for the grant by or to such Grantor of any right to reproduce a copyrighted work, to prepare derivative works based on a copyrighted work, to distribute copies of a copyrighted work, to perform a copyrighted work or to display a copyrighted work, or to engage in any other legally

protected activity with respect to a copyrighted work including, without limitation, any thereof referred to in *Schedules A, B, and C* attached hereto.

Databases means any organized collection of data in whatsoever form including, without limitation, Exactus, Intelesite, and any other similar collection of data used, created or utilized in connection with the Grantors' business.

Intellectual Property means all Patent Applications, Patents, Patent Licenses, Trademark Applications, Trademarks, Trademark Licenses, Copyrights, Copyright Licenses, Trade Secrets, Databases, Inventions, Know-how and other proprietary property or technology, and agreements relating thereto, including, without limitation, any and all improvements and future developments material to the operation of any Grantor's businesses, as defined herein and/or referred to in *Schedules A, B, and C* attached hereto.

Invention means any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof that is material to the operation of any Grantor's businesses and developed by any Grantor, its employees or agents, whether or not the subject of Patent(s) or Patent Application(s).

Know-how means any knowledge or information that is material to any Grantor's business and that enables such Grantor to operate its business with the accuracy, efficiency or precision necessary for commercial success, including, without limitation, any such knowledge or information referred to in *Schedules A, B, and C* attached hereto.

Other Proprietary Property means all types of protectable intangible property rights other than Patents, Trademarks and Copyrights, including without limitation, Trade Secrets, Know-how, computer software and the like, including, without limitation, all such rights referred to in *Schedules A, B, and C* attached hereto.

Patents means all types of exclusionary or protective rights granted (or applications therefor) for inventions in any country of the world (including, without limitation, letters patent, plant patents, utility models, breeders' right certificates, inventor's certificates and the like), and all reissues and extensions thereof and all provisionals, divisions, continuations and continuations-in-part thereof, including, without limitation, all such rights referred to in *Schedules A, B, and C* attached hereto.

Patent License means any agreement material to the operation of any Grantor's business, whether written or oral, providing for the grant by or to such Grantor of any right to manufacture, use or sell any Invention covered by a Patent, including, without limitation, any thereof referred to in *Schedules A, B, and C* attached hereto.

Proceeds means "proceeds," as such term is defined in Section 9-102(a)(65) of the UCC and, to the extent not included in such definition, shall include, without limitation, (a) any and all proceeds of any insurance, indemnity, warranty, guaranty or letter of credit payable to any Grantor, from time to time with respect to any of the Collateral, (b) all payments (in any form whatsoever) paid or payable to any Grantor from time to time in connection with any taking of all or any part of the Collateral by any

governmental authority or any Person acting under color of governmental authority), (c) all judgments in favor of any Grantor in respect of the Collateral and (d) all other amounts from time to time paid or payable or received or receivable under or in connection with any of the Collateral.

Security Agreement means this Intellectual Property Security Agreement, as amended, supplemented or otherwise modified from time to time.

Trade Secret means any scientific or technical information, design, process, pattern, procedure, formula or improvement which is secret and of value including, without limitation, any such information referred to in **Schedules A, B, and C** attached hereto.

Trademarks means (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, designs and general intangibles of like nature, and other sources of business identifiers used in any country in the world, whether registered or unregistered, and the goodwill associated therewith, now existing and material to the businesses of any Grantor or hereafter acquired, and (b) all registrations, recordings and renewals thereof, and all applications in connection therewith, issued by or filed in a national, state or local governmental authority of any country, including, without limitation, all such rights referred to in **Schedules A, B, and C** attached hereto.

Trademark License means any agreement, material to the businesses of any Grantor, written or oral, providing for the grant by or to such Grantor of any right to use any Trademark, including, without limitation, any thereof referred to in **Schedules A, B, and C** attached hereto.

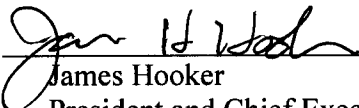
UCC means the Uniform Commercial Code as from time to time in effect in the State of Texas.

2. Grant of Security Interest. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations and any and all other covenants and obligations of each Grantor under the Loan Documents, each Grantor hereby assigns and grants to Secured Party for the ratable benefit of itself and the Lenders a continuing security interest in all of such Grantor's right, title and interest in and to the Intellectual Property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Collateral**"), including but not limited to all Intellectual Property referred to **Schedules A, B, and C** attached hereto and all Proceeds and products of any and all of the Intellectual Property.

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.


GRANTORS:

PEGASUS RESEARCH GROUP, LLC,
a Delaware limited liability company

By:  _____
James Hooker
President and Chief Executive Officer

SECURED PARTY:

MAIN STREET CAPITAL CORPORATION
a Maryland corporation,
as Agent

By: 

David Magdol
Senior Vice President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
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SCHEDULE A

Intellectual Property Rights

Tradename:

Televerde

Patents:

None.

Trademarks:

1. INTELEGILITY
2. TELEVERDE
3. TELEVERDE INSIGHT
4. EXACTUS
5. INTELESIGHT

Copyrights:

All intellectual property rights contained in materials available on the Company's website located at www.televerde.com, including: 1) fact sheets describing products and services; 2) "thought leadership" documents, which include white papers, research reports, best practice reports, webinars, videos, examples of products, client case studies, and links to the Company's social media presences; 3) the Televerde blog; and 4) summaries of general information about the Company, including bios of the leadership team and practice directors, background on the markets that the Company has expertise in, news releases announcing new services that the Company has developed, information about corporate social responsibility, and information about the Company's community partners and membership affiliations.

Databases:

1. Intelesight: Custom developed, workflow driven direct marketing system. Provides operational functionality for the Company's telemarketing and opportunity management related services.
2. INTELEGILITY: Custom developed client portal. Delivers campaign results – deliverables (leads, registrations, profiles, etc.) and reports to clients.
3. KPI Visualization: Custom developed system that provides management with Key Performance Indicators covering operational and financial performance of the business.

4. iBase: Custom developed application for acquiring a specific form of market intelligence – information about the software and hardware that organizations have in use.
5. Analytic Warehouse: Custom developed data warehouse designed to facilitate analysis of firmographic and profile information in the Intelesight system and to enable complex selection of target data from Intelesight to use in telemarketing and other client services.
6. Teleport: Custom developed front end application for managing the Company's voice over IP telephony systems.
7. Asterisk Telephony: Custom developed configuration and implementation of the Asterisk open source PBX application. Provides integration with Intelesight, recordings and security measures necessary for support of the Company's work with Arizona Corrections Industries / Arizona Department of Corrections.
8. Service Order System ("SOS"): Custom developed application that provides ITIL / ISO 20000 compatible functions for managing service desk, change management, release management, configuration management, system development requests, projects and other forms of requested IT or campaign related services.

SCHEDULE B

Registered Intellectual Property Rights

Patents:

None.

Trademarks:

1. INTELEGILITY: Service Mark registered on November 11, 2008 with the U.S. Patent and Trademark Office; Registration No.: 3531693.
2. TELEVERDE: Service Mark registered on August 24, 2010 with the U.S. Patent and Trademark Office; Registration No.: 3836728.
3. TELEVERDE INSIGHT: Service Mark registered on February 19, 2008 with the U.S. Patent and Trademark Office; Registration No.: 3385071.

Copyrights:

None.

SCHEDULE C

Pending Registration Applications

None.