

**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
KeyPoint Government Solutions, Inc.		12/31/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	UBS AG, Stamford Branch, as Collateral Agent
Street Address:	677 Washington Blvd.
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	Bank: SWITZERLAND

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Serial Number:	77807152	KEYPOINT GOVERNMENT SOLUTIONS
Serial Number:	77807149	KEYPOINT
Serial Number:	77807126	KEYPOINT GOVERNMENT SOLUTIONS
Serial Number:	77807148	KEYPOINT GOVERNMENT SOLUTIONS
Serial Number:	77807129	KEYPOINT GOVERNMENT SOLUTIONS
Serial Number:	77807127	KEYPOINT

**CORRESPONDENCE DATA**

Fax Number: (202)408-3141  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 800-927-9801 x2348  
 Email: jpaterso@cscinfo.com  
 Correspondent Name: Corporation Service Company  
 Address Line 1: 1090 Vermont Avenue NW, Suite 430  
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

900183520

**TRADEMARK**  
 REEL: 004471 FRAME: 0560

CH \$165.00 77807152

ATTORNEY DOCKET NUMBER:	670572
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	02/09/2011
Total Attachments: 6 source=2-9-11 Key Point-TM#page1.tif source=2-9-11 Key Point-TM#page2.tif source=2-9-11 Key Point-TM#page3.tif source=2-9-11 Key Point-TM#page4.tif source=2-9-11 Key Point-TM#page5.tif source=2-9-11 Key Point-TM#page6.tif	

Trademark Security Agreement

**Trademark Security Agreement**, dated as of December 31, 2010, by KEYPOINT GOVERNMENT SOLUTIONS, INC. (the “Pledgor”), in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Pledgor is a party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of all the Secured Obligations, the Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement or as otherwise permitted by the Credit Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party

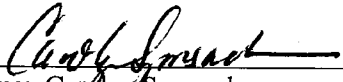
hereto may execute this Trademark Security Agreement by signing and delivering one or more counter-  
parts.

[signature page follows]

In Witness Whereof, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

KEYPOINT GOVERNMENT SOLUTIONS,  
INC., as Pledgor

By:   
Name: Carolyn Symsack  
Title: Treasurer & Chief Financial Officer

Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 004471 FRAME: 0564**

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,  
as Collateral Agent

By: Mary E. Evans  
Name:  
Title:

Mary E. Evans  
Associate Director  
Banking Products  
Services, US

By: Irja R. Otsa  
Name:  
Title:

Irja R. Otsa  
Associate Director  
Banking Products  
Services, US

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

**UNITED STATES TRADEMARKS:**

Registrations:

None.

Applications:

<b>Record Owner</b>	<b>Trademark (Class)</b>	<b>Application Number (App. Date)</b>
KeyPoint Government Solutions, Inc.	KEYPOINT GOVERNMENT SOLUTIONS (Classes: 35, 36, 41, 42 & 45)	77/807,152 (08/18/2009)
KeyPoint Government Solutions, Inc.	KEYPOINT (Classes: 35, 36, 41, 42 and 45)	77/807,149 (08/18/2009)
KeyPoint Government Solutions, Inc.	KEYPOINT GOVERNMENT SOLUTIONS & Design (Classes: 35, 36, 41, 42 and 45)	77/807,126 (08/18/2009)
KeyPoint Government Solutions, Inc.	KEYPOINT GOVERNMENT SOLUTIONS (Classes: 35, 41, 42 and 45)	77/807,148 (08/18/2009)
KeyPoint Government Solutions, Inc.	KEYPOINT GOVERNMENT SOLUTIONS & Design (Classes: 35, 41, 42 and 45)	77/807,129 (08/18/2009)
KeyPoint Government Solutions, Inc.	KEYPOINT (Classes: 35, 41, 42 and 45)	77/807,127 (08/18/2009)