

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
The National System, Inc.		12/21/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The Privatebank and Trust Company		
Street Address:	1401S. Brentwood Blvd, 2nd Floor		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63144		
Entity Type:	Banking Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3015488	MARKETSPY	
Registration Number:	3236999	IQI	
CORRESPONDENCE DATA			
Fax Number:	(314)259-2020		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3142592000		
Email:	lori.bowen@bryancave.com		
Correspondent Name:	Daniel A. Crowe		
Address Line 1:	211 North Broadway, Ste 3600		
Address Line 4:	St. Louis, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	0317397		
NAME OF SUBMITTER:	Daniel A. Crowe		
Signature:	/Daniel A. Crowe/		
Date:	03/18/2011		

CH \$65.00 3015488

Total Attachments: 6

source=patent and tm sa NSI#page1.tif

source=patent and tm sa NSI#page2.tif

source=patent and tm sa NSI#page3.tif

source=patent and tm sa NSI#page4.tif

source=patent and tm sa NSI#page5.tif

source=patent and tm sa NSI#page6.tif

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 21, 2010, by THE NATIONAL SYSTEM, INC., a Delaware corporation (the "Grantor"), in favor of THE PRIVATEBANK AND TRUST COMPANY, as Administrative Agent (herein, together with its successors and assigns in such capacity, the "Administrative Agent") for the benefit of itself and the Lenders (as defined below).

RECITALS

A. The Grantor, Mercury Werks, LLC, a Delaware limited liability company, and Razor Business Consultants, LLC, a Delaware limited liability company (collectively the "Borrowers"), have entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with the financial institutions that are or may from time to time become parties thereto (together with their respective successors and permitted assigns, the "Lenders") and the Administrative Agent, pursuant to which the Lenders have agreed to make Loans to, and issue Letters of Credit for, the account of Grantor.

B. Pursuant to the Loan Agreement, the Grantor is required to execute and deliver to the Administrative Agent this Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to the Administrative Agent for itself and the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrowers under the Loan Agreement.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, the Grantor does hereby grant to the Administrative Agent for itself and the Lenders a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto or any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein, exclusive of any of the foregoing that constitutes

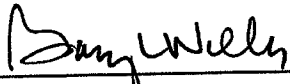
“Excluded Collateral” for so long as it remains Excluded Collateral, collectively referred to as the “**Trademark Collateral**”);

- (4) each patent and patent application, including without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent license under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein, exclusive of any of the foregoing that constitutes “Excluded Collateral” for so long as it remains Excluded Collateral, collectively referred to as the “**Patent Collateral**”).

This security interest and Lien is granted in conjunction with the security interests and Liens granted to the Administrative Agent for itself and the Lenders pursuant to the Loan Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent and the Lenders with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

THE NATIONAL SYSTEM, INC.,
a Delaware corporation

By: 
Name: Gary Weller
Title: Senior Vice President and
Chief Financial Officer

Acknowledged:
THE PRIVATEBANK AND TRUST COMPANY,
as Administrative Agent

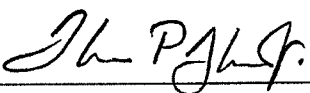
By: _____
Name: Thomas P. Shaner
Title: Managing Director

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

THE NATIONAL SYSTEM, INC.,
a Delaware corporation

By: _____
Name: Gary Weller
Title: Senior Vice President and
Chief Financial Officer

Acknowledged:
THE PRIVATEBANK AND TRUST COMPANY,
as Administrative Agent

By: 
Name: Thomas P. Shaner
Title: Managing Director

SCHEDULE 1

(Trademark Collateral)

COUNTY	MARK	SERIAL NO.	REG. NO.	OWNER
United States	MARKETSPY	78/483,504	3,015,488	The National System, Inc.
United States	IQI	78/914,269	3,236,999	The National System, Inc.

SCHEDULE 2

(Patent Collateral)

None