TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Vertex Business Services Holdings LLC		04/27/2011	LIMITED LIABILITY COMPANY: DELAWARE
Vertex Business Services LLC		04/27/2011	LIMITED LIABILITY COMPANY: DELAWARE
Orcom Solutions LLC		04/27/2011	LIMITED LIABILITY COMPANY: DELAWARE
Vertex Data Utility Services LLC		04/27/2011	LIMITED LIABILITY COMPANY: DELAWARE
Vertex US Holdings Inc.		04/27/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Guggenheim Corporate Funding, LLC
Street Address:	135 East 57th Street, 6th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

OP $90.00 2635711

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2635711	CONSUMERLINX
Registration Number:	2669450	CONSUMERLINX
Registration Number:	2483218	CONSUMERLINX

CORRESPONDENCE DATA

Fax Number: (212)564-6083
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (800) 221-0102
Email: jdougherty@nationalcorp.com
Correspondent Name: Joseph Dougherty

Address Line 1:	National Corporate Research
Address Line 2:	10 E. 40th Street
Address Line 4:	New York, NEW YORK 10016

ATTORNEY DOCKET NUMBER:	N337255
NAME OF SUBMITTER:	Christine Steenman
Signature:	/Christine Steenman/
Date:	05/06/2011

Total Attachments: 9
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 7, 2011, among VERTEX US HOLDINGS INC., VERTEX BUSINESS SERVICES HOLDINGS LLC, VERTEX BUSINESS SERVICES LLC, ORCOM SOLUTIONS LLC, VERTEX DATA UTILITY SERVICES LLC, each Additional Grantor listed on the signature pages hereto (all of the foregoing, each a "**Grantor**" and collectively, the "**Grantors**") and GUGGENHEIM CORPORATE FUNDING, LLC, as security agent for the Secured Parties (as defined in the Pledge and Security Agreement referred to below) (herein in such capacity, the "**Security Agent**").

RECITALS

(A) Vertex Group Limited and Vertex Canada Holdings II Ltd. (the "**Borrowers**"), have entered into a Credit Agreement, dated as of the date hereof (as it may hereafter be amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), with, amongst others, the Security Agent and the financial institutions listed therein as lenders .

(B) The Grantors are party to a Pledge and Security Agreement, dated the date hereof, in favor of the Security Agent (the "**Pledge and Security Agreement**"), pursuant to which the Grantors are required to execute and deliver this Agreement.

(C) In consideration of the mutual conditions and agreements set forth in the Credit Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2 Grant of Security Interest in Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Secured Obligations, each Grantor hereby pledges, assigns, transfers and grants to the Security Agent, for its benefit and for the benefit of the other Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.

"**Intellectual Property Collateral**" means each Grantor's right, title and interest in, to and under

(a) all Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule I hereto,

(b) all Patents and Patent Licenses to which it is a party, including those referred to on Schedule II hereto and

(c) all Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule III hereto:

(d) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license:

(e) all reissues, continuations or extensions of the foregoing; and

(f) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any (X) Copyright or Copyright Licensed under any Copyright License, (y) Trademark or Trademark licensed under any Trademark License or (z) Patent or Patent licensed under any Patent License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

SECTION 3 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event shall the Collateral include and no Grantor shall be deemed to have granted a Security Interest in, any of its right, title or interest in any "intent-to-use" based Trademark applications until such time that a statement of use for such application has been filed with the United States Patent and Trademark Office or any other Intellectual Property if the grant of such Security Interest shall constitute or result in the abandonment of, invalidation of or rendering unenforceable any of its right, title or interest therein.

SECTION 4 Pledge and Security Agreement

The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to the Security Agent pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interests granted to them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 5 Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, INCLUDING WITHOUT LIMITATION, SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

VERTEX US HOLDINGS INC.

By:_____
Name:
Title:

VERTEX BUSINESS SERVICES HOLDINGS LLC

By:_____
Name:
Title:

VERTEX BUSINESS SERVICES LLC

By:_____
Name:
Title:

ORCOM SOLUTIONS, LLC

By:_____
Name:
Title:

VERTEX DATA UTILITY SERVICES LLC

By: _____
Name:
Title:

<*Signature Page to Intellectual Property Agreement*>

ACCEPTED AND AGREED:

GUGGENHEIM CORPORATE FUNDING, LLC, as Security Agent

By: _____
Name: William Hagner
Title: Senior Managing Director

TRADEMARK
REEL: 004536 FRAME: 0376

SCHEDULE I

COPYRIGHT REGISTRATIONS

(A) REGISTERED COPYRIGHTS

Grantor	Title	Copyright Reg. No.	Date
None.	None.	None.	None.

(B) COPYRIGHT APPLICATIONS

Grantor	Title	Copyright App. No.	Date
None.	None.	None.	None.

SCHEDULE II

PATENT REGISTRATIONS

\(A) REGISTERED PATENTS

Grantor	Patent	Reg. No.	Date
None.	None.	None.	None.

(B) PATENT APPLICATIONS

Grantor	Patent	App. Serial No.	Date
Vertex US Holdings Inc.	Market Management System	US:11/468,821 (Pending)	8/31/2006
Vertex US Holdings Inc.	Market Management System	Canada - 2,558,281 (Pending)	8/31/2006

SCHEDULE III

TRADEMARK REGISTRATIONS

(A) REGISTERED TRADEMARKS

	Trademark	Reg. No.	Date
Orcom Solutions, LLC	ORCOM (word)	Canadian TM: TMA527815	May 16, 2000
Vertex Data Utility Services LLC	Consumerlinx	US TM: 2635711	October 15, 2002
Vertex Data Utility Services LLC	Consumerlinx	US TM: 2669450	December 31, 2002
Vertex Data Utility Services LLC	Consumerlinx	US TM: 2483218	August 28, 2001
Vertex Data Utility Services LLC	ENLOGIX (word)	Canadian TM: 579068	April 7, 2003
Vertex Data Utility Services LLC	ENLOGIX (design)	Canadian TM: 579207	April 8, 2003

(B) TRADEMARK APPLICATIONS

Grantor	Trademark	App. No.	Date
None.	None.	None.	None.