

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Trademark Security Agreement effective as of and from April 13, 2011	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CAMBRIDGE INTEGRATED SERVICES GROUP, INC.		05/11/2011	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	XCHANGING UK LIMITED		
Street Address:	34 LEADENHALL STREET		
City:	LONDON		
State/Country:	UNITED KINGDOM		
Postal Code:	EC3A 1AX		
Entity Type:	CORPORATION: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3195804		
CORRESPONDENCE DATA			
Fax Number:	(212)446-4900		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	susan.zablocki@kirkland.com		
Correspondent Name:	Susan Zablocki		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	12366-1		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			

CH \$40.00 3195804

900191951

**TRADEMARK
 REEL: 004541 FRAME: 0872**

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Susan Zablocki

Signature:

/susan zablocki/

Date:

05/16/2011

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of May 11, 2011, and effective as of and from April 13, 2011, is made by **CAMBRIDGE INTEGRATED SERVICES GROUP, INC.** a Pennsylvania Corporation ("Grantor"), in favor of **XCHANGING UK LIMITED**, a private limited company incorporated in the United Kingdom with company number 03616858 (together with its successors and permitted assigns, the "Secured Party").

WITNESSETH:

WHEREAS, pursuant to the Loan Agreement, dated April 13, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Facility Agreement"), among Grantor and the Secured Party, the Secured Party has agreed to make loans and other financial accommodations available to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Security Agreement dated April 13, 2011, in favor of the Secured Party (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), to secure the prompt and complete payment, performance and observance of all of the Secured Obligations (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and as required by the Trademark Security Agreement, Grantor hereby agrees with the Secured Party as follows:

Section 1. Grant of Security Interest in Trademark Collateral. With effect from April 13, 2011, and subject to the terms and conditions of the Facility Agreement and the Security Agreement, Grantor, to secure the prompt and complete payment, performance and observance of all of the Secured Obligations, hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to the Secured Party a security interest and Lien (as defined in the Security Agreement) upon all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"), whether now owned or hereafter existing, adopted or acquired by Grantor:

(a) all Trademarks (as defined in the Security Agreement), including, without limitation, all registered and applied for trademarks and service marks owned by Grantor, including, without limitation, the following:

Mark	Country	Registration No.	Registration Date
(Design Mark)	U.S.	3,195,804	January 9, 2007

(b) all reissues, extensions or renewals thereof, and all goodwill associated with or symbolized by any of the foregoing.

Section 2. Security Agreement. In the event of a conflict between the provisions of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

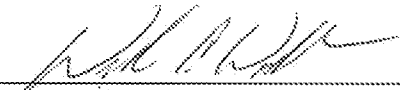
Section 3. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS. THE GRANTOR HEREBY SUBMITS TO THE NONEXCLUSIVE JURISDICTION OF THE FEDERAL AND/OR STATE COURTS SITTING IN COOK COUNTY, CITY OF CHICAGO, ILLINOIS FOR PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. THE GRANTOR IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

Section 4. WAIVER OF JURY TRIAL. THE GRANTOR HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW WAIVES ANY RIGHTS THAT IT MAY HAVE TO CLAIM OR RECEIVE CONSEQUENTIAL OR SPECIAL DAMAGES IN CONNECTION WITH ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT.

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IN WITNESS WHEREOF, the 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.

**CAMBRIDGE INTEGRATED SERVICES GROUP,
INC.**

By: 
Name: WILLIAM WALLACE
Title: CHIEF FINANCIAL OFFICER

Int. Cl.: 35

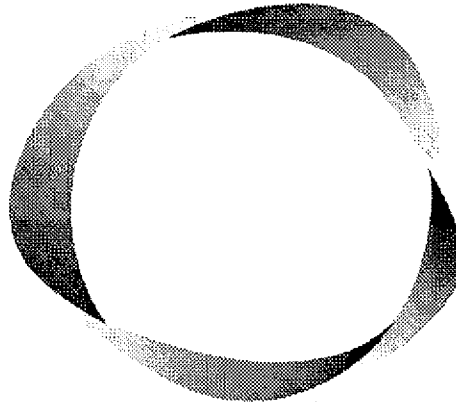
Prior U.S. Cls.: 100, 101 and 102

Reg. No. 3,195,804

United States Patent and Trademark Office

Registered Jan. 9, 2007

**SERVICE MARK
PRINCIPAL REGISTER**



CAMBRIDGE INTEGRATED SERVICES GROUP,
INC. (PENNSYLVANIA CORPORATION)
4B CEDAR BROOK DRIVE
CRANBURY, NJ 08512

FOR: OUTSOURCING SERVICES IN THE FIELDS
OF INSURANCE AND REINSURANCE CLAIMS
ADMINISTRATION AND CLAIMS MANAGE-
MENT, LITIGATION MANAGEMENT, INSUR-
ANCE AND REINSURANCE SUBROGATION,
EDUCATION, BUSINESS MANAGEMENT, AC-
COUNTING, COMPUTER APPLICATION PROCES-
SING AND DATA MAINTENANCE, FINANCE,
RISK MANAGEMENT, INSURANCE AND REIN-
SURANCE LIABILITY CLAIMS MANAGEMENT,

HEALTHCARE, HUMAN RESOURCES, INSUR-
ANCE, REINSURANCE, CUSTOMER SERVICE,
TELEPHONE CALL CENTERS, BUSINESS INFOR-
MATION, BACK OFFICE BUSINESS, LITIGATION
AND TECHNICAL SUPPORT AND RETAIL ANTI-
FRAUD MONITORING, IN CLASS 35 (U.S. CLS. 100,
101 AND 102),

FIRST USE 5-0-2005; IN COMMERCE 5-0-2005.

SER. NO. 78-640,475, FILED 5-31-2005.

DAVID YONTEF, EXAMINING ATTORNEY

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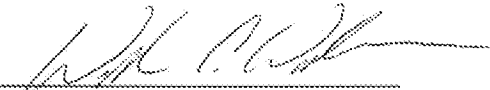
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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**CAMBRIDGE INTEGRATED SERVICES GROUP,
INC.**

By: 
Name: William W. Wells
Title: Chief Financial Officer

Int. Cl.: 35

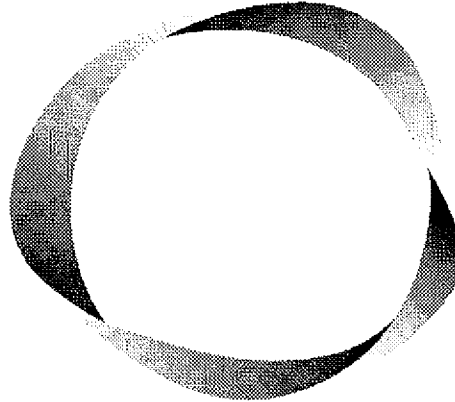
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