

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Betazone, Inc.		05/18/2011	CORPORATION: TENNESSEE

**RECEIVING PARTY DATA**

<b>Name:</b>	General Electric Capital Corporation, as Administrative Agent
<b>Street Address:</b>	500 West Monroe Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60661
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark
Registration Number:	2687336	ACCESS PLUS
Registration Number:	2971166	B BETAZONE, INC.
Registration Number:	3552266	CUI
Registration Number:	3140017	FLEETRX
Registration Number:	2647120	FLEXEDI
Registration Number:	2699555	FLEXFUEL
Registration Number:	3112530	FLEXPAY
Registration Number:	2760815	ICC
Registration Number:	2668423	ICC INNOVATIVE COMPUTING CORPORATION
Registration Number:	2463262	IES
Registration Number:	2524233	IES ACCESS
Registration Number:	3603275	IES MOBILE
Registration Number:	2478994	INNOVATIVE ENTERPRISE SOFTWARE
Registration Number:	3232709	INNOVATIVE UNIVERSITY

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Registration Number:	2629125	LOADCENTRAL
Registration Number:	2976557	LOADCENTRAL
Registration Number:	3004646	LOADCENTRAL
Registration Number:	2495149	XPRESS SUITE
Registration Number:	3452768	XPRESS SUITE

**CORRESPONDENCE DATA**

Fax Number: (312)902-1061  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 312.577.8034  
Email: oscar.ruiz@kattenlaw.com  
Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman  
Address Line 1: 525 West Monroe Street  
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-434
NAME OF SUBMITTER:	Oscar Ruiz
Signature:	/Oscar Ruiz/
Date:	05/21/2011

**Total Attachments: 6**  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 18, 2011, is made by BETAZONE, INC., a Tennessee corporation ("Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 18, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among TMW Systems, Inc. a Delaware corporation (the "Borrower"), TMW Intermediate Holdings Corporation, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of May 18, 2011 in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

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

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

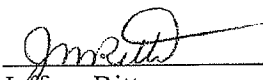
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, 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.

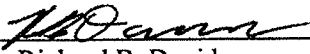
Very truly yours,

BETAZONE, INC., a Tennessee corporation, as  
Grantor

By:   
Name: Jeffrey Ritter  
Title: Chief Financial Officer



ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Agent

By:   
Name: Richard B. Davidson  
Its: Duly Authorized Signatory

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

Name of Owner	Trademark	Status	Registration Number	Registration Date
BetaZone, Inc.	ACCESS PLUS	Registered	2687336	February 11, 2003
BetaZone, Inc.	B BETAZONE, INC.	Registered	2971166	July 19, 2005
BetaZone, Inc.	CUI	Registered	3552266	December 23, 2008
BetaZone, Inc.	FLEETRX	Registered	3140017	September 5, 2006
BetaZone, Inc.	FLEXEDI	Registered	2647120	November 5, 2002
BetaZone, Inc.	FLEXFUEL	Registered	2699555	March 25, 2003
BetaZone, Inc.	FLEXPAY	Registered	3112530	July 4, 2006
BetaZone, Inc.		Registered	2760815	September 9, 2003
BetaZone, Inc.		Registered	2668423	December 31, 2002
BetaZone, Inc.	IES	Registered	2463262	June 26, 2001
BetaZone, Inc.	IES ACCESS	Registered	2524233	January 1, 2002
BetaZone, Inc.	IES MOBILE	Registered	3603275	April 7, 2009
BetaZone, Inc.	INNOVATIVE ENTERPRISE SOFTWARE	Registered	2478994	August 21, 2001
BetaZone, Inc.	INNOVATIVE UNIVERSITY	Registered	3232709	April 24, 2007
BetaZone, Inc.	LOADCENTRAL	Registered	2629125	October 1, 2002
BetaZone, Inc.	LOADCENTRAL	Registered	2976557	July 26, 2005
BetaZone, Inc.	LOADCENTRAL	Registered	3004646	October 4, 2005

BetaZone, Inc.	XPRESS SUITE	Registered	2495149	October 2, 2001
BetaZone, Inc.	XPRESS SUITE	Registered	3452768	June 24, 2008

2. TRADEMARK APPLICATIONS

None.