

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT								
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademarks								
CONVEYING PARTY DATA									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>GENEX Network Services, LLC</td> <td></td> <td>06/17/2011</td> <td>LIMITED LIABILITY COMPANY: PENNSYLVANIA</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	GENEX Network Services, LLC		06/17/2011	LIMITED LIABILITY COMPANY: PENNSYLVANIA	
Name	Formerly	Execution Date	Entity Type						
GENEX Network Services, LLC		06/17/2011	LIMITED LIABILITY COMPANY: PENNSYLVANIA						
RECEIVING PARTY DATA									
Name:	Bank of America, N.A., as Administrative Agent								
Street Address:	2001 Clayton Road								
Internal Address:	CA4-702-02-25								
City:	Concord								
State/Country:	CALIFORNIA								
Postal Code:	94520								
Entity Type:	national banking association: UNITED STATES								
PROPERTY NUMBERS Total: 1									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 20%;">Property Type</th> <th style="width: 20%;">Number</th> <th style="width: 60%;">Word Mark</th> </tr> <tr> <td>Registration Number:</td> <td>3662089</td> <td>NS NETWORK SYNERGY GROUP</td> </tr> </table>	Property Type	Number	Word Mark	Registration Number:	3662089	NS NETWORK SYNERGY GROUP			
Property Type	Number	Word Mark							
Registration Number:	3662089	NS NETWORK SYNERGY GROUP							
CORRESPONDENCE DATA									
Fax Number:	(919)416-8328								
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>									
Phone:	9192868041								
Email:	pto_tmconfirmation@mvalaw.com								
Correspondent Name:	Moore & Van Allen PLLC								
Address Line 1:	430 Davis Drive								
Address Line 2:	Suite 500								
Address Line 4:	Morrisville, NORTH CAROLINA 27560								
ATTORNEY DOCKET NUMBER:	017625-4686 EAR								
NAME OF SUBMITTER:	Ellen A. Rubel								
Signature:	/Ellen A. Rubel/								

OP \$40.00 3662089

900194873

TRADEMARK
 REEL: 004565 FRAME: 0812

Date:

06/20/2011

Total Attachments: 5

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GRANT OF
SECURITY INTEREST IN TRADEMARKS

This GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Agreement"), effective as of June 17, 2011 is made by GENEX Network Services, LLC, a Pennsylvania limited liability company (the "Grantor"), in favor of BANK OF AMERICA, N.A. (the "Administrative Agent"), for the holders of the Secured Obligations (as defined in the Security Agreement described below).

W I T N E S S E T H:

WHEREAS, in connection with the Credit Agreement, dated as of June 17, 2011 (as the same may be amended, modified, restated or supplemented from time to time, the "Credit Agreement"), among GENEX Services, Inc., as borrower (the "Borrower"), Genex Holdings, Inc. and certain subsidiaries of the Borrower, the Grantor has executed and delivered the Security and Pledge Agreement, dated as of June 17, 2011 (as the same may be amended, modified, restated or supplemented from time to time, the "Security Agreement"), by and among the obligors from time to time party thereto, including the Grantor, and the Administrative Agent;

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Administrative Agent for the benefit of the holders of the Secured Obligations a continuing security interest in the Trademarks and the Trademark Licenses now owned or hereafter acquired by the Grantor in which the Grantor now has, or at any time in the future may acquire, any right, title or interest; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the holders of the Secured Obligations to make Loans and issue Letters of Credit pursuant to the Credit Agreement and other financial accommodations to the Borrower, the Grantor agrees, for the benefit of the holders of the Secured Obligations, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement or the Credit Agreement, as applicable (it being understood that, in the event of any conflict, such terms shall have the meanings provided or provided by reference in the Security Agreement).

SECTION 2. Grant of Security Interest. To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, for the benefit of the holders of the Secured Obligations, a continuing security interest in the Trademarks and Trademark Licenses now owned, or at any time hereafter acquired by the Grantor, or in which the Grantor now has, or at any time in the future may acquire, any right title and interest

(including, without limitation, those items listed on Schedule 1 attached hereto) (collectively, the "Collateral").

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent for the benefit of the holders of the Secured Obligations in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the holders of the Secured Obligations thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on the date set forth above.

GENEX Network Services, LLC, as the Grantor

By: Peter C. Madeja

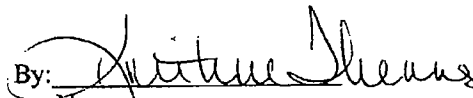
Name: Peter C. Madeja

Title: President and Chief Executive Officer

GENEX NETWORK SERVICES, LLC
GRANT OF SECURITY INTEREST IN TRADEMARKS

TRADEMARK
REEL: 004565 FRAME: 0816

BANK OF AMERICA, N.A., as Administrative
Agent

By: 
Name:
Title:

KRISTINE THENNES
Vice President

GENEX NETWORK SERVICES, LLC
GRANT OF SECURITY INTEREST IN TRADEMARKS

TRADEMARK
REEL: 004565 FRAME: 0817

SCHEDULE 1

U.S. Trademarks

Registered Marks

Mark	Registration No.	Registration Date
NS NETWORK SYNERGY GROUP	3662089	7/28/09