

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Guarantor Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Call Compliance, Inc.		02/09/2010	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Agile Opportunity Fund, LLC		
Street Address:	1175 Walt Whitman Road		
Internal Address:	Suite 100 A		
City:	Melville		
State/Country:	NEW YORK		
Postal Code:	11747		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2424803	CALLCOMPLIANCE.COM	
Registration Number:	2422993	TELEBLOCK	
Registration Number:	2750294	DIALBLOCK	
Registration Number:	2936768	DIALERID	
Registration Number:	2734814	CALL COMPLIANCE	
Registration Number:	2920207	CAMPAIGN LIST CONTROLLER	
CORRESPONDENCE DATA			
Fax Number:	(978)341-0136		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(978)341-0036		
Email:	tim.meagher@hbsr.com		
Correspondent Name:	Timothy J. Meagher		
Address Line 1:	530 Virginia Road, P.O. Box 9133		
Address Line 4:	Concord, MASSACHUSETTS 01742-9133		

CH \$165.00 2424803

ATTORNEY DOCKET NUMBER:	3685.0010-000, ETC AL.
NAME OF SUBMITTER:	Timothy J. Meagher
Signature:	/Timothy J. Meagher/
Date:	06/21/2011
Total Attachments: 3 source=Guarantor Security Agreement#page1.tif source=Guarantor Security Agreement#page2.tif source=Guarantor Security Agreement#page3.tif	

GUARANTOR SECURITY AGREEMENT

This Guarantor Security Agreement (this "Security Agreement"), dated as of February 9, 2010, is by and between Call Compliance, Inc., a New York corporation (the "Guarantor"), and Agile Opportunity Fund, LLC, a Delaware limited liability company (the "Secured Party").

Background

1. The Secured Party has agreed to acquire from Compliance Systems Corporation, a Nevada corporation (the "Parent"), an Amended and Restated Secured Convertible Debenture in the principal amount of [REDACTED] (the "Debenture"), pursuant to a Securities Purchase Agreement between the Parent, the Secured Party and the other parties thereto dated of even date herewith (the "Securities Purchase Agreement"). Capitalized terms used herein and not otherwise defined herein shall have the meanings specified in the Securities Purchase Agreement.
2. To induce the Secured Party to acquire the Debenture and otherwise consummate the transactions contemplated by the Securities Purchase Agreement, the Guarantor has agreed to guarantee the debt of Parent pursuant to a Guaranty Agreement of even date herewith and to provide the Secured Party with a first priority security interest in the Collateral (as hereinafter defined).

NOW, THEREFORE,

In consideration of the promises and the mutual covenants and agreements herein set forth, and in order to induce the Secured Party to purchase the Debenture, the Guarantor hereby agrees with the Secured Party as follows:

Section 1. Grant of Security Interest. The Guarantor hereby grants to the Secured Party, on the terms and conditions hereinafter set forth, a first priority lien and security interest in the collateral hereinafter identified in Section 2 below (the "Collateral") to secure Parent's obligations under the Debenture.

Section 2. Collateral. The Collateral is all tangible and intangible assets of the Guarantor of whatever kind and nature (including without limitation all intellectual property of whatever kind or nature of the Guarantor including patents, trademarks, tradenames, copyrights and all other intellectual property and any applications or registrations therefore, accounts, chattel paper, commercial tort claims, documents, equipment, farm products, general intangibles, instruments, inventory, investment property (if any), and the stock of all of Guarantor's subsidiaries (if any), in each case whether now owned or hereafter acquired and wherever located, and all proceeds thereof, together with all proceeds, products, replacements and renewals thereof.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized agents, have executed this Security Agreement as of the date set forth above.

CALL COMPLIANCE, INC.

By: 

Name: Dean Garfinkel

Title: President

AGILE OPPORTUNITY FUND, LLC

By: AGILE INVESTMENTS, LLC, Managing Member

By: _____

Name: David I. Propis

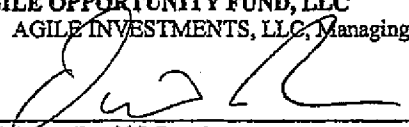
Title: Managing Member

IN WITNESS WHEREOF, the parties hereto, by their duly authorized agents, have executed this Security Agreement as of the date set forth above.

CALL COMPLIANCE, INC.

By: _____
Name: Dean Garfinkel
Title: President

AGILE OPPORTUNITY FUND, LLC
By: AGILE INVESTMENTS, LLC, Managing Member

By:  _____
Name: David I. Propis
Title: Managing Member