

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACCERO, INC.		07/06/2011	CORPORATION: DELAWARE
CYBERSHIFT HOLDINGS, INC.		07/06/2011	CORPORATION: DELAWARE
CYBERSHIFT, INC.		07/06/2011	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	BANK OF MONTREAL, as Administrative Agent		
Street Address:	115 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	3693384	ACCERO	
Registration Number:	1285189	CYBORG SYSTEMS	
Registration Number:	1282199	CYBORG SYSTEMS	
Registration Number:	1680742	CYBORG USERS ASSOCIATION	
Registration Number:	2760162	ECYBORG	
Registration Number:	1454972	THE SOLUTION SERIES	
Registration Number:	1904208	THE SOLUTION SERIES/ST	
Registration Number:	2239714	CYBERSHIFT	
Registration Number:	3526817	CYBERSHIFT	
Registration Number:	3488023	NECHO	
Registration Number:	3488042	BOOMERANG	
Registration Number:	3507682		
Registration Number:	3754430	CYBERSHIFT	

TRADEMARK

900196372

REEL: 004576 FRAME: 0670

OP \$465.00 3693384

Registration Number:	3855972	SMART & SAASY
Registration Number:	3935575	IMPULSE 3G
Registration Number:	3507685	NECHOEXPENSE
Registration Number:	3488043	NECHOBOOMERANG
Registration Number:	2081191	TRUTRACK

CORRESPONDENCE DATA

Fax Number: (312)863-7806

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-863-7198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy Brougher

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe Street, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	3630.099
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NAME OF SUBMITTER:	Nancy Brougher
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Signature:	/njb/
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Date:	07/07/2011
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Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") dated as of July 6, 2011, among ACCERO, INC., a Delaware corporation ("Accero"), CYBERSHIFT HOLDINGS, INC., a Delaware corporation ("Cybershift Holdings") and CYBERSHIFT, INC., a New York corporation ("Cybershift") (Accero, Cybershift Holdings and Cybershift are referred to herein each as a "Grantor", and collectively as the "Grantors"), in favor of BANK OF MONTREAL, as administrative agent ("Administrative Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 30, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Borrower, the guarantors from time to time party thereto, Administrative Agent and the lenders from time to time party thereto ("Lenders"), Administrative Agent and Lenders have agreed to make certain loans and other financial accommodations for the benefit of Borrower; and

WHEREAS, Administrative Agent and Lenders are willing to make the loans and other financial accommodations as provided for in the Credit Agreement on the condition, among others, that each Grantor shall have executed and delivered to Administrative Agent (a) that certain Security Agreement dated as of December 30, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among Grantors and Administrative Agent and (b) to the extent applicable, this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement. The term "Trademarks" shall mean any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 1 attached hereto, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of each Grantor's business symbolized by the foregoing or connected therewith, and (vi) all of each Grantor's rights corresponding thereto throughout the world.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Obligations, each Grantor hereby grants to Administrative Agent a continuing first priority security interest in all of such Grantor's right, title and interest in, to

and under the following included in the Collateral, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. AGREEMENT; SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

4. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

5. SEVERABILITY. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

6. ASSIGNMENTS. This Agreement shall create a continuing lien on and security interest in the Trademark Collateral and shall be binding upon each Grantor and its successors and assigns and shall inure to the benefit of the Administrative Agent and its successors and permitted assigns.

7. GOVERNING LAW. This Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of Illinois.

[signature page follows]

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

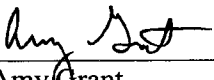
CYBERSHIFT HOLDINGS, INC.

By: Allison Wallace
Name: Allison Wallace
Title: Secretary

CYBERSHIFT, INC.

By: Allison Wallace
Name: Allison Wallace
Title: Secretary

ACCERO, INC.

By: 
Name: Amy Grant
Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY:



BANK OF MONTREAL, as Administrative Agent

By Aleen M Hartje
Name Aleen Hartje
Title Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Trademark	Serial Number	Status	Registration Number	Registration Date	Owner
ACCERO	77373119	Registered	3693384	06-Oct-2009	Accero, Inc.
CYBORG SYSTEMS	73314618	Renewed (Registered)	1285189	10-Jul-1984	Accero, Inc.
CYBORG SYSTEMS	73303091	Renewed (Registered)	1282199	19-Jun-1984	Accero, Inc.
CYBORG USERS ASSOCIATION	74014667	Renewed (Registered)	1680742	24-Mar-1992	Accero, Inc.
ECYBORG	76424492	Registered	2760162	02-Sep-2003	Accero, Inc.
THE SOLUTION SERIES	73606849	Renewed (Registered)	1454972	01-Sep-1987	Accero, Inc.
THE SOLUTION SERIES/ST	74503870	Renewed (Registered)	1904208	11-Jul-1995	Accero, Inc.

Trademark	Serial No.	Serial Date	Registration No.	Registration Date	Owner of Record
CYBERSHIFT	75/344,496	8/21/1997	2,239,714	4/13/1999	Cybershift, Inc.
CYBERSHIFT	77/369,632	1/11/2008	3,526,817	11/4/2008	Cybershift Holdings, Inc.
NECHO	77/369,759	1/11/2008	3,488,023	8/19/2008	Cybershift Holdings, Inc.
BOOMERANG	77/370,641	1/14/2008	3,488,042	8/19/2008	Cybershift Holdings, Inc.
 Necho Nautilus Logo	77/370,595	1/14/2008	3,507,682	9/30/2008	Cybershift Holdings, Inc.
 CYBERSHIFT & Design	77/786,339	7/21/2009	3,754,430	3/2/2010	Cybershift Holdings, Inc.
SMART & SASSY	77/893,712	12/15/2009	3,855,972	10/5/2010	Cybershift Holdings, Inc.
IMPULSE 3G	77/919,774	1/25/2010	3935575	3/22/11	Cybershift Holdings, Inc.
NECHOEXPENSE	77/370,714	1/14/2008	3,507,685	9/30/2008	Cybershift Holdings, Inc.
NECHOBOOMERANG	77/370,682	1/14/2008	3,488,043	8/19/2008	Cybershift Holdings, Inc.
TRUTRACK	75/104,650	5/15/1996	2,081,191	7/22/1997	Cybershift.com Holdings, Inc.

TRADEMARK APPLICATIONS

None.