

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
GRM Information Management Services, Inc.		07/22/2011	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Goldman Sachs Bank USA, as Collateral Agent		
Street Address:	6011 Connection Drive		
Internal Address:	Attn: GRM Account Manager		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	a New York State Chartered Bank: NEW YORK		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3150522	GRM INFORMATION MANAGEMENT SERVICES	
Registration Number:	3604296	GRM INFORMATION MANAGEMENT SERVICES	
Registration Number:	3141233	GRM INFORMATION MANAGEMENT SERVICES	
Registration Number:	2486820	GUARANTEE RECORDS MANAGEMENT	
Registration Number:	3520712	ONECLICK CAPTURE	
Registration Number:	3482732	ONECLICK CAPTURE	
CORRESPONDENCE DATA			
Fax Number:	(404)888-4190		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	4048884267		
Email:	dcorey@hunton.com		
Correspondent Name:	Deborah Corey, Hunton & Williams LLP		
Address Line 1:	600 Peachtree Street NE, Suite 4100		
Address Line 4:	Atlanta, GEORGIA 30308-2216		

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TRADEMARK

900197957

REEL: 004590 FRAME: 0666

ATTORNEY DOCKET NUMBER:	65740.74
NAME OF SUBMITTER:	Deborah Corey
Signature:	/Deborah Corey/
Date:	07/26/2011
<p>Total Attachments: 5</p> <p>source=GRM Tdmk Agmt#page1.tif</p> <p>source=GRM Tdmk Agmt#page2.tif</p> <p>source=GRM Tdmk Agmt#page3.tif</p> <p>source=GRM Tdmk Agmt#page4.tif</p> <p>source=GRM Tdmk Agmt#page5.tif</p>	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "**Agreement**") is made and entered into as of July 22, 2011, by GRM INFORMATION MANAGEMENT SERVICES, INC., a New Jersey corporation ("**Grantor**"), in favor of GOLDMAN SACHS BANK USA, as Collateral Agent under the Credit Agreement described below (in such capacity, "**Collateral Agent**").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of July 22, 2011, by and among Grantor, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time, and the Agents party thereto from time to time (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), Lenders have agreed to make Loans to Grantor; and

WHEREAS, Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of Lenders, the Pledge and Security Agreement; and

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

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor hereby agrees with Collateral Agent as follows:

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement.

2. **Grant of Security Interest in Trademark Collateral.** To secure the prompt and complete repayment and performance of the Obligations under the Credit Agreement and other Credit Documents, Grantor hereby grants to Collateral Agent, on behalf of the Secured Parties, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Trademark Collateral**"): (a) all of its Trademarks (as defined in the Pledge and Security Agreement) and Trademark Licenses (as defined in the Pledge and Security Agreement) to which it is a party including, without limitation, those referred to on Schedule 1 hereto; (b) all reissues, continuations or extensions of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future: (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, and (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. **Pledge and Security Agreement.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, on

behalf of the Secured Parties, pursuant to the Pledge and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

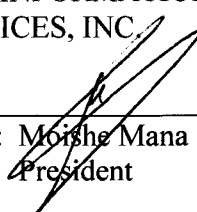
4. **Counterparts.** This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or electronic mail in portable document format), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

[signatures appear on the following page]

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

GRANTOR:

GRM INFORMATION MANAGEMENT
SERVICES, INC.

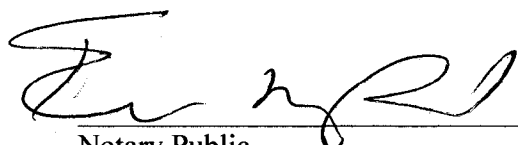
By: 
Name: Moïshe Mana
Title: President

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York)
COUNTY OF New York) ss.

On this 20th day of July, 2011, before me personally appeared Moïshe Mana, who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of GRM INFORMATION MANAGEMENT SERVICES, INC., and who being duly sworn by me did depose and say that (i) such person is an authorized officer of GRM INFORMATION MANAGEMENT SERVICES, INC., (ii) such instrument was signed on behalf of GRM INFORMATION MANAGEMENT SERVICES, INC., and (iii) such person acknowledged such instrument to be the free act and deed of GRM INFORMATION MANAGEMENT SERVICES, INC.

FRAN MULNICK PARKER
Notary Public, State of New York
No. 31-4818465
Qualified in Westchester County
Commission Expires October 3, 2014


Notary Public

[Notarial Seal]

Signature Page

ACCEPTED AND ACKNOWLEDGED BY:

COLLATERAL AGENT:

GOLDMAN SACHS BANK USA

By: 

Name: Stephen W. Hipp

Title: Authorized Signatory

Signature Page

Trademark Security Agreement
32703107

TRADEMARK
REEL: 004590 FRAME: 0671

Schedule 1
to
Trademark Security Agreement

TRADEMARK REGISTRATIONS

MARK AND GOODS/SERVICES	REGISTRATION NO.	REGISTRATION DATE
GRM INFORMATION MANAGEMENT SERVICES	3150522	10/03/2006
GRM INFORMATION MANAGEMENT SERVICES	3604296	04/07/2009
GRM INFORMATION MANAGEMENT SERVICES	3141233	09/12/2006
GUARANTEE RECORDS MANAGEMENT	2486820	09/11/2001
ONECLICK CAPTURE	3520712	10/21/2008
ONECLICK CAPTURE	3482732	08/05/2008

Schedule 1

Trademark Security Agreement
32703107

RECORDED: 07/26/2011

TRADEMARK
REEL: 004590 FRAME: 0672