

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
Technology Investment Partners, L.L.C.		08/09/2011	LIMITED LIABILITY COMPANY: MICHIGAN
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, as Administrative Agent		
Street Address:	1000 Town Center, Suite 1400		
City:	Southfield		
State/Country:	MICHIGAN		
Postal Code:	48075		
Entity Type:	Banking Corporation: OHIO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3679207	TIP CAPITAL	
Registration Number:	3167421	TIP	
Serial Number:	85237016	ASSETCONNECT	
Serial Number:	85245283	PARTNERCONNECT	
CORRESPONDENCE DATA			
Fax Number:	(312)803-5299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1959592		

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**TRADEMARK
 REEL: 004600 FRAME: 0959**

NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	08/09/2011
Total Attachments: 5 source=3020762#page1.tif source=3020762#page2.tif source=3020762#page3.tif source=3020762#page4.tif source=3020762#page5.tif	

TRADEMARK COLLATERAL AGREEMENT

This 9th day of August, 2011, TECHNOLOGY INVESTMENT PARTNERS, L.L.C., a Michigan limited liability company ("*Debtor*"), with its principal place of business and mailing address at 40950 Woodward Ave., Bloomfield Hills, Michigan, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, collaterally assigns, mortgages and pledges to Fifth Third Bank, an Ohio banking corporation ("*Fifth Third*"), with its mailing address at 1000 Town Center, Suite 1400, Southfield, Michigan 48075, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (Fifth Third acting as such administrative agent and any successor(s) or assign(s) to Fifth Third acting in such capacity being hereinafter referred to as the "*Administrative Agent*"), and grants to the Administrative Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations as set out in that certain Security Agreement bearing even date herewith between Debtor, Administrative Agent and certain other debtors party thereto, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*"). All capitalized terms used herein without definition have the meanings given to such terms in the Security Agreement.


Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Administrative Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Administrative Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Trademark Collateral Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the collateral assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

TECHNOLOGY INVESTMENT PARTNERS, L.L.C.

By 
Name Thomas R. Richardson
Title Chief Operating Officer

Accepted and agreed to as of the date and year last above written.

FIFTH THIRD BANK, as Administrative Agent

By _____
Name: Maryanne Dunleavy
Title: Vice President

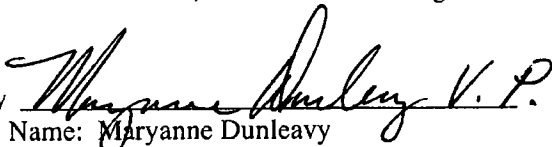
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

TECHNOLOGY INVESTMENT PARTNERS, L.L.C.

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

FIFTH THIRD BANK, as Administrative Agent

By 
Name: Maryanne Dunleavy
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

MARK	REGISTRATION NO.	DATE
"TIP Capital" Service Mark	3,679,207	September 8, 2009
"TIP" Service Mark	3,167,421	November 7, 2006

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	APPLICATION NO.	DATE FILED
"assetCONNECT Trademark Application	85237016	February 8, 2011
"partnerCONNECT Trademark Application	85245283	February 17, 2011