

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
Infinisource Holdings, Inc.		08/08/2011	CORPORATION: DELAWARE
Infinisource Acquisition, Inc.		08/08/2011	CORPORATION: DELAWARE
Infinisource, Inc.		08/08/2011	CORPORATION: DELAWARE
Pyramis, L.L.C.		08/08/2011	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	275 Grove Street
Internal Address:	Suite 2-200
City:	Newton
State/Country:	MASSACHUSETTS
Postal Code:	02466
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3088697	ABCO PAYROLL SERVICES
Registration Number:	3809840	INFINISOURCE PAYROLL
Registration Number:	3778074	INFINISOURCE PAYROLL
Registration Number:	3774505	INFINISOURCE
Registration Number:	3707488	PRIORITY PAY
Registration Number:	3564507	PRIORITY PAY VAULT
Registration Number:	3377798	INFINISOLVED
Registration Number:	2846062	INFINISOURCE
Registration Number:	2740717	COBRA DIRECT
Registration Number:	2730334	COBRA ENTERPRISE
Registration Number:	2620374	COBRA

CH \$365.00 3088697

Registration Number:	2728410	COBRA ONLINE
Registration Number:	2370853	COBRA ALERT
Registration Number:	2465039	COBRA COMPLIANCE SYSTEMS

CORRESPONDENCE DATA

Fax Number: (302)636-5454
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Co.- J. Paterson
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	885179
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	08/19/2011

Total Attachments: 6
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

InfiniSource Holdings, Inc. - DE
InfiniSource Acquisition, Inc. - DE
InfiniSource, Inc. - DE
Pyramis, L.L.C. - OH

- Individual(s)
- General Partnership
- Corporation - State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) August 8, 2011

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Silicon Valley Bank
Internal Address: Suite 2-200
Street Address: 275 Grove Street
City: Newton
State: MA
Country: USA Zip: 02466

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other _____

Citizenship _____
Citizenship _____
Citizenship CA
Citizenship _____
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Schedule A

B. Trademark Registration No.(s)

See Schedule 1 See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Corporation Service Company

Internal Address: Suite 210

Street Address: 1180 Avenue of the Americas

City: New York

State: ny Zip: 10036

Phone Number: 212-299-5600

Fax Number: 212-299-5656

Email Address: _____ ORDER# _____

6. Total number of applications and registrations involved:

14

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Lisa A Cobbett
Signature

8/18/11
Date

LISA A Cobbett
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 8, 2011, is entered into by and among INFINSOURCE HOLDINGS, INC., a Delaware corporation ("Parent Guarantor"), INFINSOURCE ACQUISITION, INC., a Delaware corporation ("Initial Borrower"), INFINSOURCE, INC., a Michigan corporation ("Opco Borrower") and PYRAMIS, L.L.C., an Ohio limited liability company ("AOS Borrower"); AOS Borrower, together with Parent Guarantor, Initial Borrower and Opco Borrower, are, individually, a "Grantor", and collectively, the "Grantors") and SILICON VALLEY BANK (the "Assignee"), as Administrative Agent pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of August 8, 2011 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Guarantee and Collateral Agreement"), among the Assignee, the Grantors and certain of the Grantors' affiliates, and (ii) that certain Credit Agreement, dated as of August 8, 2011 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"), between, among others, the Grantors, the Assignee, and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by each Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, each Grantor hereby grants to the Assignee a security interest in all of such Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations. For the purposes of this Agreement, "Trademarks" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than intent-to-use applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation,

any of the federally registered trademarks and applications for registration referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of each Grantor's federally registered United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, each Grantor authorizes the Assignee, upon notice to such Grantor, to modify this Agreement without obtaining such Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by such Grantor or to delete any reference to any right, title or interest in any Trademarks in which such Grantor no longer has or claims any right, title or interest. Each Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

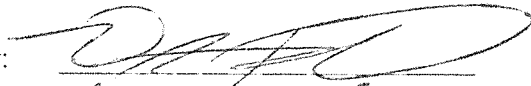
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent

By: 
Name: MICHAEL J. FELL
Title: DIRECTOR

Address of Assignee:


Silicon Valley Bank
275 Grove Street, Suite 2-200
Newton, Massachusetts 02466
Attention: Mr. Michael Fell
Email: mfell@svb.com

[Signature Page to Trademark Security Agreement]


TRADEMARK
REEL: 004607 FRAME: 0974

GRANTORS:


INFINISOURCE HOLDINGS, INC.

By: 
Name: Gary Trainor
Title: Chief Executive Officer and President

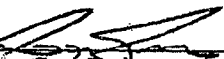
INFINISOURCE ACQUISITION, INC.

By: 
Name: Gary Trainor
Title: Chief Executive Officer and President

INFINISOURCE, INC.

By: 
Name: Gary Trainor
Title: Chief Executive Officer and President

PYRAMIS, L.L.C.

By: 
Name: Gary Trainor
Title: Chief Executive Officer and President

[Signature Page to Trademark Security Agreement]

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>
ABCO PAYROLL SERVICES	U.S.	3088697	9/4/2004
INFINISOURCE PAYROLL	U.S.	3809840	10/2/2009
INFINISOURCE PAYROLL	U.S.	3778074	10/2/2009
INFINISOURCE	U.S.	3774505	8/25/2009
PRIORITY PAY	U.S.	3707488	6/17/2008
PRIORITY PAY VAULT	U.S.	3564507	6/16/2008
INFINISOLVED	U.S.	3377798	5/30/2007
INFINISOURCE	U.S.	2846062	8/25/2009
COBRA DIRECT	U.S.	2740717	3/2/2001
COBRA ENTERPRISE	U.S.	2730334	10/26/2001
COBRA	U.S.	2620374	3/26/2001
COBRA ONLINE	U.S.	2728410	10/28/2002
COBRA ALERT	U.S.	2370853	7/6/1999
COBRA COMPLIANCE SYSTEMS	U.S.	2465039	6/28/1999

Applications of Registration of Trademarks

None

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