

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AFS Technologies, Inc.		08/31/2011	CORPORATION: DELAWARE
Distribution Management Systems, Inc.		08/31/2011	CORPORATION: CONNECTICUT
Astra Information Systems, Inc.		08/31/2011	CORPORATION: FLORIDA
Foodservice Ventures, L.C.		08/31/2011	LIMITED LIABILITY COMPANY: FLORIDA
IRM Corporation		08/31/2011	CORPORATION: TEXAS
Motek Information Systems, Inc.		08/31/2011	CORPORATION: CALIFORNIA
Becton/ Schantz, Inc.		08/31/2011	CORPORATION: GEORGIA
AFS Financial Solutions, Inc.		08/31/2011	CORPORATION: DELAWARE
The Genesis Group, Inc.		08/31/2011	CORPORATION: FLORIDA
Synectics Group, Inc.		08/31/2011	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	TPG Specialty Lending, Inc.
Street Address:	301 Commerce Street
Internal Address:	Suite 3300
City:	Fort Worth
State/Country:	TEXAS
Postal Code:	76102
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	2238659	PROFILE
Registration Number:	3391613	CREDILYTICS
Registration Number:	3388663	NATIONALYTICS
Registration Number:	3361468	DISCOVERY SYSTEM

CH \$490.00 2238659

Registration Number:	3385934	SHARELYTICS
Registration Number:	3413435	DELIVERLYTICS
Registration Number:	3413436	DISCOVERY DASHBOARD
Registration Number:	3413437	PROMOLYTICS
Registration Number:	3416206	CATELYTICS
Registration Number:	3317926	FOOD FOR THOUGHT
Registration Number:	3293881	SOLUTION TABS
Registration Number:	3293851	BRANDSHARE
Registration Number:	3172162	COMPASS FORECAST SYSTEM
Registration Number:	1899709	TOPSALES
Serial Number:	77378470	DISCOVERYWEB
Registration Number:	2656439	SALES DISCOVERY SYSTEM
Serial Number:	85275745	PROMOASSIST
Registration Number:	3241914	CONTRACTPRO
Serial Number:	85352990	VALUTRAK

CORRESPONDENCE DATA

Fax Number: (212)593-5955
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-756-2552
Email: marisa.davidson@srz.com
Correspondent Name: M. Davidson c/o Schulte Roth & Zabel LLP
Address Line 1: 919 Third Avenue
Address Line 2: 22nd Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	079464-0011
NAME OF SUBMITTER:	Marisa Davidson (079464-0011)
Signature:	/kc for md/
Date:	09/01/2011

Total Attachments: 11

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TRADEMARK

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 31st day of August, 2011, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and TPG SPECIALTY LENDING, INC., a Delaware corporation ("TPG"), in its capacity as joint lead arranger and administrative agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of August 31, 2011 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among AFS Technologies, Inc., a Delaware corporation, as borrower ("Borrower"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), Wells Fargo Capital Finance, LLC, as servicer, joint lead arranger and syndication agent for the Lenders and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement, dated as of August 31, 2011 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security 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 initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including

right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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 inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CONSTRUCTION. This Copyright Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and

intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash or immediately available funds (or, (a) in the case of contingent reimbursement obligations with respect to Letters of Credit, providing Letter of Credit Collateralization, and (b) in the case of obligations with respect to Bank Products (other than Hedge Obligations), providing Bank Product Collateralization) of all of the Secured Obligations (including the payment of any termination amount then applicable (or which would or could become applicable as a result of the repayment of the other Secured Obligations) under Hedge Agreements provided by Hedge Providers) other than (i) unasserted contingent indemnification Secured Obligations, (ii) any Bank Product Obligations (other than Hedge Obligations) that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding without being required to be repaid or cash collateralized, and (iii) any Hedge Obligations that, at such time, are allowed by the applicable Hedge Provider to remain outstanding without being required to be repaid. Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record.

8. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

9. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.

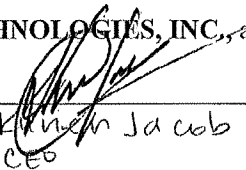
10. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[SIGNATURE PAGE FOLLOWS]

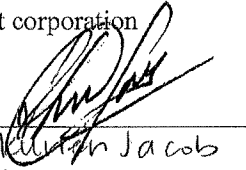
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

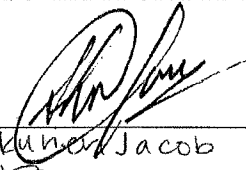
AFS TECHNOLOGIES, INC., a Delaware corporation

By: 
Name: Kenneth Jacob
Title: CEO

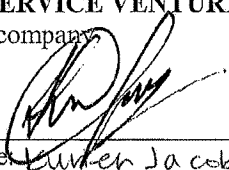
DISTRIBUTION MANAGEMENT SYSTEMS, INC., a Connecticut corporation

By: 
Name: Kenneth Jacob
Title: CEO

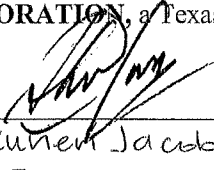
ASTRA INFORMATION SYSTEMS, INC., a Florida corporation

By: 
Name: Kenneth Jacob
Title: CEO


FOODSERVICE VENTURES, L.C., a Florida limited liability company

By: 
Name: Kenneth Jacob
Title: CEO

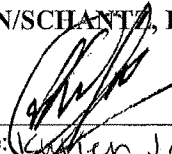
IRM CORPORATION, a Texas corporation

By: 
Name: Kenneth Jacob
Title: CEO

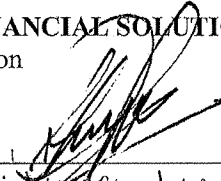
MOTEK INFORMATION SYSTEMS, INC., a
California corporation

By: 
Name: Kristen Jacob
Title: CEO

BECTON/SCHANTZ, INC., a Georgia corporation

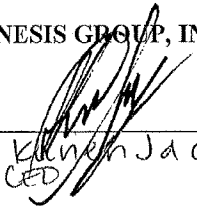
By: 
Name: Kristen Jacob
Title: CEO

AFS FINANCIAL SOLUTIONS, INC., a Delaware
corporation

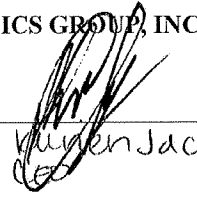
By: 
Name: Kristen Jacob
Title: CEO

Trademark Security Agreement

THE GENESIS GROUP, INC., a Florida corporation

By: 
Name: Karen Jacobs
Title: CEO

SYNECTICS GROUP, INC., a Pennsylvania corporation


By: 
Name: Karen Jacobs
Title: CEO

Trademark Security Agreement

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

TPG SPECIALTY LENDING, INC., a
Delaware corporation

By: 
Name: MICHAEL FISHMAN
Title: CEO

Trademark Security Agreement

TRADEMARK
REEL: 004615 FRAME: 0448

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Trademark	Listed Owner	U.S. Serial or Reg No.	Status
PROFILE	FOODSERVICE VENTURES, L.C.	2,238,659	Registered
CREDILYTICS	AFS TECHNOLOGIES, INC.	3,391,613	Registered
NATIONALYTICS	AFS TECHNOLOGIES, INC.	3,388,663	Registered
DISCOVERY SYSTEM	AFS TECHNOLOGIES, INC.	3,361,468	Registered
SHARELYTICS	AFS TECHNOLOGIES, INC.	3,385,934	Registered
DELIVERLYTICS	AFS TECHNOLOGIES, INC.	3,413,435	Registered
DISCOVERY DASHBOARD	AFS TECHNOLOGIES, INC.	3,413,436	Registered
PROMOLYTICS	AFS TECHNOLOGIES, INC.	3,413,437	Registered
CATELYTICS	AFS TECHNOLOGIES, INC.	3,416,206	Registered
FOOD FOR THOUGHT	AFS TECHNOLOGIES, INC.	3,317,926	Registered
SOLUTION TABS & Design	AFS TECHNOLOGIES, INC.	3,293,881	Registered
BRANDSHARE & Design	AFS TECHNOLOGIES, INC.	3,293,851	Registered
COMPASS FORECAST SYSTEM	AFS TECHNOLOGIES, INC.	3,172,162	Registered *
TOPSALES	AFS TECHNOLOGIES, INC.	1,899,709	Registered
DISCOVERYWEB	AFS TECHNOLOGIES, INC.	77/378,470	1(B) Pending**

Trademark	Listed Owner	U.S. Serial or Reg No.	Status
SALES DISCOVERY SYSTEM	AFS TECHNOLOGIES, INC.	2,656,439	Registered
PROMOASSIST and Design	AFS TECHNOLOGIES, INC.	85/275,745	Published for Opposition Sept. 6, 2011
CONTRACTPRO	Genesis Group	3,241,914	Registered May 15, 2007
VALUTRAK	The Genesis Group, Inc.	85/352,990	Pending, Filed June 22, 2011

*Timeframe to file the Section 8 and 15 affidavits opens November 25, 2011.

**Timeframe to file a Statement of Use to obtain registration expires October, 7, 2011. The Borrower is working with counsel and intends to file the Statement of Use prior to the expiration date.

Trade Names

Common Law Trademarks

Owner	Trade Name/Trademark
AFS	Advanced Foodsystems
AFS	AFS Technologies
AFS	FoodScan
AFS	FoodEDI**
AFS	FoodDistribute
AFS	AFS OMS Web
AFS	AFS WMS
AFS	AFS OMS Laptop
AFS	AFS ERP
AFS	AFS Replenish
Distribution Management Systems	Distribution Management Systems
Distribution Management Systems	DMS
Distribution Management Systems	Eagle Solutions

Owner	Trade Name/Trademark
Distribution Management Systems	EAGLE
Distribution Management Systems	Raven**
Distribution Management Systems	EAGLEweb**
Distribution Management Systems	EAGLEdel**
Distribution Management Systems	EAGLEanalytics**
Distribution Management Systems	EAGLEdsd**
Distribution Management Systems	EAGLEvw**
Distribution Management Systems	EAGLElite**
Distribution Management Systems	EAGLEline**
Astra Information Systems, Inc.	ASTRA Software Solutions
Astra Information Systems, Inc.	Astra Information Systems
Foodservice Ventures, L.C.	Foodservice Ventures**
Foodservice Ventures, L.C.	Sales Partner Systems
Becton / Schantz, Inc.	GenWeb
Becton / Schantz, Inc.	EasyOperator
Becton / Schantz, Inc.	Order Direct
IRM Corporation	INTELLINET
AFS Technologies, Inc.	Priya
AFS Financial Solutions	SOFTRAX*
Synectics Group, Inc.	AccountReview
Synectics Group, Inc.	TPOPlanner
Synectics Group, Inc.	LogoBase
The Genesis Group, Inc.	Answers Systems

*SOFTRAX was a registered federal trademark from August 20, 2002 to March 16, 2011 (U.S. Reg. No. 76257276 – CANCELLED for failure to respond to an office action mailed on Sept. 21,

2007.). SOFTRAX has been used in commerce by AFS Financial Solutions and/or Softrax Corporation continually from February 23, 1999 through August 10, 2011 and SOFTRAX will continue to be used in commerce through the date hereof.

**The above-indicated common law trademarks are not currently in use.

Trademark Licenses

NONE