

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Help/Systems, LLC		09/16/2011	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Goldman Sachs Specialty Lending Group, L.P., as Collateral Agent		
<b>Street Address:</b>	6011 Connection Drive		
<b>City:</b>	Irving		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75039		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85404847		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)888-4190		
<b>Phone:</b>	4048884267		
<b>Email:</b>	dcorey@hunton.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Hunton & Williams LLP		
<b>Address Line 1:</b>	600 Peachtree Street NE, Suite 4100		
<b>Address Line 2:</b>	c/o Deborah Corey		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30308-2216		
<b>ATTORNEY DOCKET NUMBER:</b>	65740.000044		
<b>NAME OF SUBMITTER:</b>	Deborah Corey		
<b>Signature:</b>	/Deborah Corey/		

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**TRADEMARK**  
 REEL: 004642 FRAME: 0985

Date:

10/17/2011

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "**Agreement**") is made and entered into as of September 16, 2011, by **HELP/SYSTEMS, LLC**, a Delaware limited liability company ("**Grantor**"), in favor of **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P. ("GSSLG")**, as Collateral Agent ("**Collateral Agent**").

### WITNESSETH:

WHEREAS, Grantor, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time, and GSSLG as Administrative Agent and Collateral Agent are party to that certain Amended and Restated Credit and Guaranty Agreement, dated as of November 3, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**");

WHEREAS, pursuant to the Pledge and Security Agreement (the "**Security Agreement**"), Grantor is required to execute and deliver to Collateral Agent 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 Security Agreement.

2. **Grant of Security Interest in Trademark Collateral.** To secure the payment and performance of the Obligations under the Credit Agreement and the other Credit Documents, Grantor hereby grants to Collateral Agent, on behalf of itself and 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) each and every Trademark and Trademark License (as defined in the Security Agreement) to which it is a party including those referred to on Schedule 1 hereto; (b) all renewals, amendments, alterations, modifications, extensions or derivative works of the foregoing; (c) all products, revenues and other proceeds of the foregoing, including, without limitation, any claim for damages or other relief by Grantor against third parties for past, present or future infringement or dilution of any Trademark or Trademark licensed under any Trademark License or breach of any Trademark License.

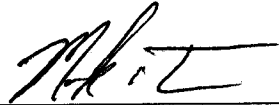
3. **Pledge and Security Agreement.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms 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 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 other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

[Signature Page Follows]

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.

HELP/SYSTEMS, LLC

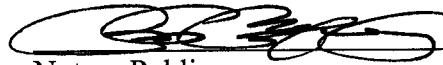
By:   
Name: Mark E. Ties  
Title: Chief Financial Officer

**ACKNOWLEDGMENT OF GRANTOR**

STATE OF Minnesota )  
COUNTY OF Carver )

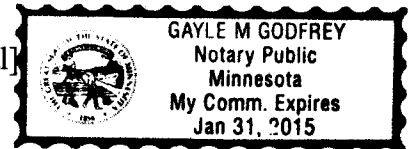
ss.

On this 30 day of September, 2011, before me personally appeared Mark E. Ties, who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Help/Systems, LLC, and who being duly sworn by me did depose and say that (i) he is an authorized officer of Help/Systems, LLC, (ii) such instrument was signed on behalf of Help/Systems, LLC as duly authorized by The Help/Systems, LLC, and (iii) he acknowledged such instrument to be the free act and deed of Help/Systems, LLC

  
Notary Public

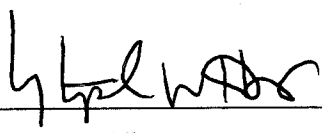
[Notarial Seal]

[Signatures Continue on the Following Page]



ACCEPTED AND ACKNOWLEDGED BY:

GOLDMAN SACHS SPECIALTY  
LENDING GROUP, L.P., as Collateral Agent

By:   
Name: Stephen W. Hipp  
Title: Authorized Signatory

Schedule 1  
to  
Trademark Security Agreement

***U.S. Trademark Registrations and Applications***

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**Help/Systems, LLC**

<b>Trademark</b>	<b>Status</b>	<b>Appl. Reg. No.</b>	<b>App./Reg. Date</b>
ROBOT OTTO	Pending	85404847	August 23, 2011