

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
International Decision Systems, Inc.		09/26/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Goldman Sachs Specialty Lending Group, L.P., as Collateral Agent
Street Address:	6011 Connection Drive
Internal Address:	Attn: IDS Account Manager
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3985445	INFOLEASE
Registration Number:	3722227	LEASEENTERPRISE
Registration Number:	3555209	PROFINIA
Registration Number:	3620438	PROFINIA
Registration Number:	3338061	RAPPORT
Serial Number:	85129962	RAPPORT360

CORRESPONDENCE DATA

Fax Number: (404)888-4190
 Phone: 4048884267
 Email: dcorey@hunton.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Correspondent Name: Hunton & Williams LLP
 Address Line 1: 600 Peachtree Street NE, Suite 4100

900205060

**TRADEMARK
 REEL: 004644 FRAME: 0634**

CH \$165.00 3985445

Address Line 2: c/o Deborah Corey
Address Line 4: Atlanta, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	65740.000034
NAME OF SUBMITTER:	Deborah Corey
Signature:	/Deborah Corey/
Date:	10/19/2011

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made and entered into as of September 26, 2011, by INTERNATIONAL DECISION SYSTEMS, INC., a Delaware corporation (successor in interest to International Decision Systems, Inc., a Minnesota corporation, Decision Systems, Inc., a Minnesota corporation, and Commercial Inventory Services (Americas), Inc., a Delaware corporation, “**Grantor**”), in favor of GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P. (“**GSSLG**”), as Collateral Agent (“**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Second Amended and Restated Credit and Guaranty Agreement, dated as of September 26, 2011, by and among 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 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), Lenders have agreed to make and/or continue the Loans to Borrowers;

WHEREAS, pursuant to that certain Pledge and Security Agreement, dated as of April 12, 2007, between each of Grantor, IDS Group, Inc. and Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, 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 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 itself and Lenders, a continuing First Priority security interest in all of Grantor’s right, title and interest in, to and under all of its Trademarks, whether presently existing or hereafter created or acquired, including, without limitation, those referred to on Schedule 1 hereto (collectively, the “**Trademark Collateral**”).

3. **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 Lenders, 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]

ACCEPTED AND ACKNOWLEDGED BY:

COLLATERAL AGENT:

GOLDMAN SACHS SPECIALTY
LENDING GROUP, L.P.

By: 

Name: Stephen W. Hipp

Title: Senior Vice President

Schedule 1

US TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

Trademark Name	Registration No.	Registration Date
INFOLEASE	3985445	June 28, 2011
LEASEENTERPRISE	3722227	December 8, 2009
PROFINIA	3555209	December 30, 2008
PROFINIA	3620438	May 12, 2009
RAPPORT	3338061	November 20, 2007

Trademark Applications:

Trademark	Application/Serial #	Application Date
RAPPORT360	85129962	September 15, 2010

Schedule 1

Trademark Security Agreement
37118135

RECORDED: 10/19/2011

TRADEMARK
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