

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Total Outsourced Systems, Inc.		06/30/2011	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Bridge Bank, National Association		
Street Address:	55 Almaden Blvd., Suite 150		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3464341	CXP	
Registration Number:	3464340	CUSTOMER EXPERIENCE PLATFORM	
Registration Number:	3117190	SERVICE INTERVENTION	
Registration Number:	3141578	SENTO	
Registration Number:	3257060	SENTO	
CORRESPONDENCE DATA			
Fax Number:	(949)720-0182		
Phone:	949-224-6291		
Email:	Trademark@Buchalter.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Farah P. Bhatti		
Address Line 1:	18400 Von Karman Ave., Suite 800		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	B7285-0196		

CH \$140.00 3464341

900206072

TRADEMARK
REEL: 004652 FRAME: 0809

NAME OF SUBMITTER:	Farah P. Bhatti, Esq.
Signature:	/Farah P.Bhatti/
Date:	11/01/2011
Total Attachments: 5 source=B7285#page1.tif source=B7285#page2.tif source=B7285#page3.tif source=B7285#page4.tif source=B7285#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 30, 2011, (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and TOTAL OUTSOURCED SYSTEMS, INC., a North Carolina corporation ("Grantor") is made with reference to the Business Financing Agreement, dated as of June 30, 2011 (as amended from time to time, the "Financing Agreement"), between Lender and Grantor. Terms defined in the Financing Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement, Grantor grants to Lender a security interest in all right, title, and Interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Financing Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

TOTAL OUTSOURCED SYSTEMS, INC., a North Carolina corporation

By: Thomas Rooney

Name: Thomas Rooney

Title: President / CEO

Address for Notices:

Total Outsourced Systems, Inc.
3645 Trust Drive
Raleigh, NC 27616
Attn: Thomas Rooney
Telephone: (919) 501-7500
Facsimile: (919) 501-7575
Email: tom_rooney@tosystems.com

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By: [Signature]

Name: Larry LaCroix

Title: Senior Vice President

Address for Notices:

Bridge Bank, National Association
55 Almaden Blvd. Suite 150
San Jose, CA 95113
Attn: Diana Mattson
Tel: (408) 556-8301
Fax: (408) 275-8197
Email: Diana.Mattson@bridgebank.com

EXHIBIT B
TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>UPTO Reference Number:</u>	<u>Filing Date:</u>
CXP		3,464,341		07/08/2008
Customer Experience Platform		3,464,340		07/08/2008
Service Intervention		3,117,190		07/18/2006
Sento		3,141,578		09/12/2006
Sento and Design		3,257,060		06/26/2007

