

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
Forsythe Technology, Inc.		11/29/2011	CORPORATION: ILLINOIS
Forsythe/McArthur Associates, Inc.		11/29/2011	CORPORATION: ILLINOIS
Information Security Technology, Inc.		11/29/2011	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as agent
Street Address:	10 South Dearborn
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	national association: UNITED STATES

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2608505	FORSYTHE TECHNOLOGY
Registration Number:	2608504	FORSYTHE SOLUTIONS
Registration Number:	2608503	FORSYTHE
Registration Number:	1719080	FORSYTHE MCARTHUR
Registration Number:	3138158	IST
Registration Number:	3116498	IST
Registration Number:	3079167	NOT ON MY WATCH
Registration Number:	3615552	
Registration Number:	3615551	REALIZE THE BUSINESS VALUE OF IT
Registration Number:	3772669	LIVEFIRE
Registration Number:	3796721	FORSYTHE INTERNATIONAL
Registration Number:	3679569	AOG

CH \$365.00 2608505

Registration Number:	3726865	APPLICATION OPTIMIZATION GUARANTEE
Serial Number:	85189952	KILLERIT

CORRESPONDENCE DATA

Fax Number: (312)558-5700
 Phone: 312 558-6352
 Email: lkonrath@winston.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Laura Konrath
 Address Line 1: 35 W Wacker Drive
 Address Line 2: Winston & Strawn LLP, Suite 2800
 Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	18103.423
NAME OF SUBMITTER:	Laura Konrath
Signature:	/Laura Konrath/
Date:	11/30/2011

Total Attachments: 4
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**GRANT OF SECURITY INTEREST IN
TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of November 29, 2011, is made by FORSYTHE TECHNOLOGY, INC., an Illinois corporation, FORSYTHE/MCARTHUR ASSOCIATES, INC., an Illinois corporation and INFORMATION SECURITY TECHNOLOGY, INC., a Minnesota corporation (collectively, the "Grantors", and each individually, a "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., a national banking association, as collateral agent for the equal and ratable benefit of the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent").

The Grantors have executed and delivered a Second Amended and Restated Security Agreement, dated as of November 29, 2011, in favor of the Collateral Agent for the equal and ratable benefit of the Secured Parties (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"). The Grantors have pledged and granted to the Collateral Agent a continuing security interest in all Intellectual Property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each Grantor agrees, for the benefit of Collateral Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Security Agreement or Credit Agreement referred to therein.

2. Grant of Security Interest. Each Grantor hereby pledges and grants (and reaffirms its prior pledges and grants) a continuing security interest in, all of such Grantor's right, title and interest in, to and under the Trademarks described on Schedule A hereto (collectively, the "Collateral"), to the Collateral Agent to secure payment, performance and observance of the Secured Obligations.


3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Collateral Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

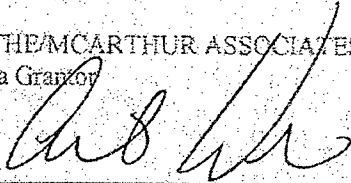
5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

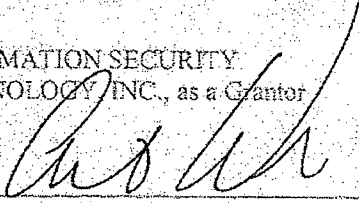
FORSYTHE TECHNOLOGY, INC.,
as a Grantor

By: 
Name: Albert L. Weiss
Title: Executive Vice President and Chief
Financial Officer

FORSYTHE/MCARTHUR ASSOCIATES,
INC., as a Grantor

By: 
Name: Albert L. Weiss
Title: Executive Vice President and Chief
Financial Officer

INFORMATION SECURITY
TECHNOLOGY, INC., as a Grantor

By: 
Name: Albert L. Weiss
Title: Executive Vice President and Chief
Financial Officer

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: _____
Name: _____
Title: _____

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK

REEL: 004669 FRAME: 0070

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

FORSYTHE TECHNOLOGY, INC.,
as a Grantor

By: _____
Name: _____
Title: _____
FORSYTHE/MCARTHUR ASSOCIATES,
INC., as a Grantor

By: _____
Name: _____
Title: _____
INFORMATION SECURITY
TECHNOLOGY, INC., as a Grantor

By: _____
Name: _____
Title: _____

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: [Signature]
Name: Jared Zornig
Title: officer

[Signature Page to Grant of Security Interest in Trademark Rights]

Schedule A

TRADEMARKS

US Trademark	Owner of Trademark	Registration #	Date Filed	Registration Date
Forsythe Technology	FTI	2608505	11/18/1999	8/20/2002
Forsythe Solutions	FTI	2608504	11/18/1999	8/20/2002
Forsythe	FTI	2608503	11/18/1999	8/20/2002
Forsythe McArthur	FMA	1719080	6/5/1991	9/22/1992
IST	IST	3138158	2/24/2005	9/5/2006
IST	IST	3116498	2/24/2005	7/18/2006
"Not On My Watch"	IST	3079167	2/24/2005	4/11/2006
Blue Sphere Logo	FTI	3615552	9/26/2008	5/5/2009
"Realize the business value of IT"	FTI	3615551	9/26/2008	5/5/2009
LiveFire	FTI	3772669	9/26/2008	4/6/2010
Forsythe International	FTI	3796721	10/30/2008	6/1/2010
AOG	FTI	3679569	2/25/2009	9/8/2009
Application Optimization Guarantee	FTI	3726865	2/25/2009	12/15/2009
KillerIT	FTI	85189952	12/3/2010	

FTI : Forsythe Technology, Inc.
FMA: Forsythe/McArthur Associates, Inc.
IST: Information Security Technology, Inc.