

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
PhaseOne Communications, Inc.		02/27/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	1111 Fannin Street, Floor 10		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002-6925		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2600378	PHASEONE	
Registration Number:	2600377	PHASEONE	
Registration Number:	3278613	LENS OF THE TARGET	
Registration Number:	3638304	PHASEONE COMMUNICATIONS	
Registration Number:	3829068	MEANING SEGMENTS	
Registration Number:	4095275	PRECISION-GUIDED COMMUNICATIONS	
Serial Number:	85229163	TARGET-FOCUSED MESSAGING	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
Phone:	(212) 455-7336		
Email:	ksolomon@stblaw.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:	Sarah C. Hong, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		

CH \$190.00 2600378

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 509333/0200

NAME OF SUBMITTER: Sarah C. Hong

Signature: /sch/

Date: 03/09/2012

Total Attachments: 5
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**GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of February 27, 2012 is made by PhaseOne Communications, Inc., a Delaware corporation, located at 6080 Center Drive, Suite 450, Los Angeles, CA 90045 (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., as Administrative Agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement, dated as of November 22, 2010 (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "Credit Agreement"), among The SI Organization Holding Corp. ("Holdings"), The SI Organization, Inc. (the "Borrower"), the Lenders and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered the Guarantee and Collateral Agreement, dated as of November 22, 2010, in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in and to all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Administrative

Agent for the benefit of the Administrative Agent and the Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the 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 Secured Parties 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 Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties 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.

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

(Remainder of the page intentionally left blank)

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.

PHASEONE COMMUNICATIONS, INC.

By: Stephen C. Costas
Name: STEPHEN C. COSTAS
Title: VICE PRESIDENT

JPMORGAN CHASE BANK, N.A., as Administrative
Agent for the Secured Parties

By: _____
Name:
Title:

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

TRADEMARK
REEL: 004734 FRAME: 0465

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.

PHASEONE COMMUNICATIONS, INC.

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A., as Administrative
Agent for the Secured Parties

By:  _____
Name: Robert P. Kellas
Title: Executive Director

Schedule A

U.S. and foreign Trademark Registrations and Applications
and U.S. and foreign exclusive Trademark Licenses

Intellectual Property Type	Title	Serial/ Registration No.
USPTO Trademark	PHASEONE (word mark)	Reg. No. 2,600,378
USPTO Trademark	PhaseOne (design plus words)	Reg. No. 2,600,377
USPTO Trademark	LENS OF THE TARGET (word mark)	Reg. No. 3,278,613
USPTO Trademark	PHASEONE COMMUNICATIONS (word mark)	Reg. No. 3,638,304
USPTO Trademark	MEANING SEGMENTS (word mark)	Reg. No. 3,829,068
USPTO Trademark	PRECISION-GUIDED COMMUNICATIONS (word mark)	Reg. No. 4,095,275
USPTO Trademark	TARGET-FOCUSED MESSAGING	Serial No. 85229163
Community Trademark	PHASEONE COMMUNICATIONS	Reg. No. 008138281
TPI (Turkey) Trademark	PHASEONE COMMUNICATIONS	Reg. No. 2009 10635