

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Acentia, LLC		03/30/2012	LIMITED LIABILITY COMPANY: MARYLAND
Interactive Technology Solutions, LLC		03/30/2012	LIMITED LIABILITY COMPANY: MARYLAND
ITEQ Holding Company, Inc.		03/30/2012	CORPORATION: MARYLAND
ITEQ Integrated Technologies, Inc.		03/30/2012	CORPORATION: MARYLAND
Codin Solutions, Inc.		03/30/2012	CORPORATION: VIRGINIA
Peace Technology, Inc.		03/30/2012	CORPORATION: VIRGINIA
2020 Company, LLC		03/30/2012	LIMITED LIABILITY COMPANY: ILLINOIS
ITSolutions Net Holding Corp.		03/30/2012	CORPORATION: DELAWARE
ITSolutions Net, Inc.		03/30/2012	CORPORATION: DELAWARE
ITSolutions Net Government Services, Inc.		03/30/2012	CORPORATION: MARYLAND
ITSolutions Net Government Solutions, Inc.		03/30/2012	CORPORATION: MARYLAND
Optimus Corporation		03/30/2012	CORPORATION: VIRGINIA
AVIEL Systems, Inc.		03/30/2012	CORPORATION: VIRGINIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Citizens Bank of Pennsylvania, as Administrative Agent
<b>Street Address:</b>	8521 LEESBURG PIKE, SUITE 405
<b>City:</b>	Vienna
<b>State/Country:</b>	VIRGINIA
<b>Postal Code:</b>	22182
<b>Entity Type:</b>	: PENNSYLVANIA

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Serial Number:	85352116	ACENTIA

CH \$140.00 85352116

Registration Number:	2994900	AUTODOCS
Registration Number:	3352311	
Registration Number:	3324521	WHERE INSIGHT MEETS TECHNOLOGY
Registration Number:	3335111	2020 COMPANY, LLC

**CORRESPONDENCE DATA**

Fax Number: (404)572-5135  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 404-572-3458  
Email: slake@kslaw.com  
Correspondent Name: Susan Lake, Paralegal  
Address Line 1: 1180 Peachtree Street  
Address Line 2: King & Spalding  
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	18588-015018
NAME OF SUBMITTER:	Susan Lake
Signature:	/Susan Lake/
Date:	03/30/2012

Total Attachments: 12  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), is made and entered into as of March 30, 2012, by and among ACENTIA, LLC, a Maryland limited liability company ("Holdings"), INTERACTIVE TECHNOLOGY SOLUTIONS, LLC, a Maryland limited liability company ("ITS"), ITEQ HOLDING COMPANY, INC., a Maryland corporation ("ITS338"), ITEQ INTEGRATED TECHNOLOGIES, INC., a Maryland corporation ("ITEQ"), CODIN SOLUTIONS, INC., a Virginia corporation ("CSI"), PEACE TECHNOLOGY, INC., a Virginia corporation ("Peace"), 2020 COMPANY, LLC, an Illinois limited liability company ("2020"), ITSOLUTIONS NET HOLDING CORP. (formerly known as NetStar-1 Holding Corp.), a Delaware corporation ("ITSolutions Holding"), ITSOLUTIONS NET, INC. (formerly known as NetStar-1, Inc.), a Delaware corporation ("ITSolutions"), ITSOLUTIONS NET GOVERNMENT SERVICES, INC. (formerly known as NetStar-1 Government Services, Inc.), a Maryland corporation ("Government Services"), ITSOLUTIONS NET GOVERNMENT SOLUTIONS, INC. (formerly known as NetStar-1 Government Solutions, Inc.), a Maryland corporation ("Government Solutions"), OPTIMUS CORPORATION, a Virginia corporation ("Optimus"), AVIEL SYSTEMS, INC., a Virginia corporation ("Aviel" and together with ITSolutions Holding, ITSolutions, Government Services, Government Solutions, Optimus, Holdings, ITS, ITS338, ITEQ, CSI, Peace and 2020 and any other Person who may hereafter be joined hereto, each individually a "Grantor", and collectively, "Grantors"), and CITIZENS BANK OF PENNSYLVANIA ("Citizens"), in its capacity as the Administrative Agent (the "Administrative Agent") on behalf of and for the benefit of itself and the Secured Parties (as defined in the Loan Agreement, as defined below), including, without limitation, certain lenders which are or may become parties to that certain Second Amended and Restated Loan and Guaranty Agreement, dated as of March 30, 2012 (as amended, amended and restated, restated, supplemented, refinanced or otherwise modified and in effect from time to time the "Loan Agreement"), among the Grantors, the other Loan Parties party thereto from time to time, the Administrative Agent, SUNTRUST BANK, as Syndication Agent, BANK OF AMERICA, N.A., as Documentation Agent, and the other lenders party thereto from time to time.

### WITNESSETH:

WHEREAS, pursuant to the Loan Agreement, the lenders agreed to make certain financial accommodation available to the Grantor from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to that certain Second Amended and Restated Security Agreement dated as of March 30, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among Grantors and the Administrative Agent, the Grantors granted a security interest in Collateral (as defined therein) to the Administrative Agent for the benefit of itself and the other Secured Parties; and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver this Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

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 in the Loan Agreement, as applicable.

2. Grant of Security Interest. Each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all of Grantors' right, title and interest in and to all of the 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 each Grantor connected with and symbolized by such trademarks, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing, including, without limitation, those listed on Schedule 1 attached hereto and made a part hereof, whether now or hereafter existing or acquired by each Grantor (the "Trademark Collateral") and agrees to assign, transfer and convey, upon demand made upon and during the continuing occurrence of an Event of Default, all of Grantors' right, title and interest in, to and under the Trademark Collateral to the Administrative Agent, for the benefit of itself and each of the Secured Parties, to secure payment, performance and observance of the Obligations.

3. Security Agreement. This Agreement has been executed and delivered by each Grantor for the purpose of registering the security interest of the Administrative Agent, for the benefit of the Secured Parties, in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, under the Security Agreement. The terms and provisions of the Loan Agreement and the Security Agreement (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

4. Modification. Grantor hereby authorizes the Administrative Agent (i) to modify this Agreement, without the necessity of the Grantor's further approval or signature, by amending Schedule 1 hereto to include any other registered trademarks or service marks, or applications for trademarks or service mark registration, which the Grantor hereafter acquires any right, title or interest, and (ii) to take such further actions as may be necessary to appropriate to obtain and perfect the Administrative Agent's security interest, for the benefit of the Secured Parties, in any such right, title or interest of the Grantor (including but not limited to recording any such amended Agreement with the United States Patent and Trademark Office)

5. Loan Document. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

6. Conflict of Terms. Except as otherwise provided in this Agreement or any of the other Loan Documents by specific reference to the applicable provisions of this Agreement, if any provision contained in this Agreement conflicts with any provision in the Loan Agreement or

the Security Agreement, the provisions contained in the Loan Agreement or the Security Agreement shall govern and control.

7. Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic method of transmission shall be effective as delivery of a manually executed counterpart hereof.

8. Governing Law. New York law governs this Agreement without regard to principles of conflicts of law.

[Signature page follows.]

IN WITNESS WHEREOF, this Trademark Security Agreement has been executed as of the day and year first above written.

**GRANTORS:**

ACENTIA, LLC

By: Thomas W. Weston, Jr.  
Name: Thomas W. Weston, Jr.  
Title: Chief Financial Officer and Secretary

INTERACTIVE TECHNOLOGY SOLUTIONS, LLC

By: Thomas W. Weston, Jr.  
Name: Thomas W. Weston, Jr.  
Title: Chief Financial Officer and Secretary

ITEQ HOLDING COMPANY, INC.

By: Thomas W. Weston, Jr.  
Name: Thomas W. Weston, Jr.  
Title: Chief Financial Officer, Secretary and Treasurer

ITEQ INTEGRATED TECHNOLOGIES, INC.

By: Thomas W. Weston, Jr.  
Name: Thomas W. Weston, Jr.  
Title: Chief Financial Officer, Secretary and Treasurer

CODIN SOLUTIONS, INC.

By: Thomas W. Weston, Jr.  
Name: Thomas W. Weston, Jr.  
Title: Chief Financial Officer, Secretary and Treasurer

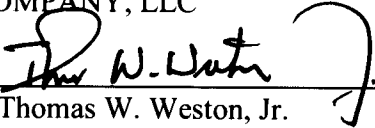
PEACE TECHNOLOGY, INC.

By: Thomas W. Weston, Jr.  
Name: Thomas W. Weston, Jr.  
Title: Chief Financial Officer, Secretary and Treasurer

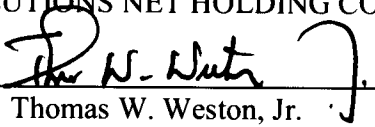
[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004748 FRAME: 0821**

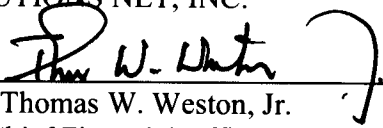
2020 COMPANY, LLC

By:   
Name: Thomas W. Weston, Jr.  
Title: Chief Financial Officer, Secretary and Treasurer

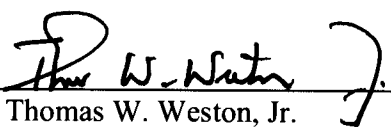
ITSOLUTIONS NET HOLDING CORP.

By:   
Name: Thomas W. Weston, Jr.  
Title: Chief Financial Officer, Secretary and Treasurer

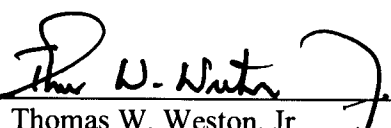
ITSOLUTIONS NET, INC.

By:   
Name: Thomas W. Weston, Jr.  
Title: Chief Financial Officer, Secretary and Treasurer

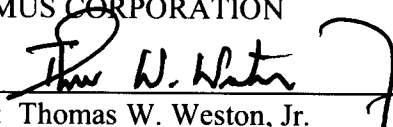
ITSOLUTIONS NET GOVERNMENT SERVICES,  
INC.

By:   
Name: Thomas W. Weston, Jr.  
Title: Chief Financial Officer, Secretary and Treasurer

ITSOLUTIONS NET GOVERNMENT SOLUTIONS,  
INC.

By:   
Name: Thomas W. Weston, Jr.  
Title: Chief Financial Officer, Secretary and Treasurer

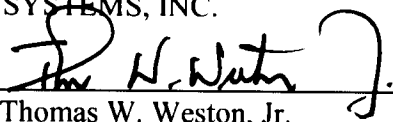
OPTIMUS CORPORATION

By:   
Name: Thomas W. Weston, Jr.  
Title: Chief Financial Officer, Secretary and Treasurer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004748 FRAME: 0822**

AVIEL SYSTEMS, INC.

By:  \_\_\_\_\_

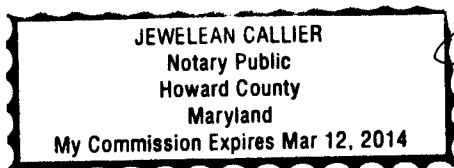
Name: Thomas W. Weston, Jr.

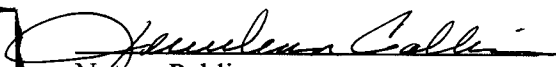
Title: Chief Financial Officer, Secretary and Treasurer



NOTARY PUBLIC CERTIFICATES

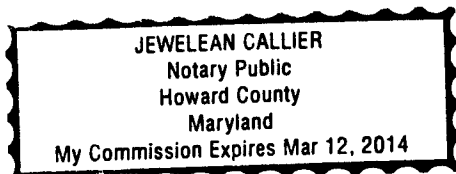
On this 15<sup>th</sup> day of March, 2012, Thomas W. Weston, Jr., who is personally known to me appeared before me in his/her capacity as the Chief Financial Officer and Secretary of ACENTIA, LLC, a Maryland limited liability company ("Grantor"), and executed on behalf of Grantor the Trademark Security Agreement in favor of Citizens Bank of Pennsylvania, as the Administrative Agent for the Secured Parties, to which this Certificate is attached.

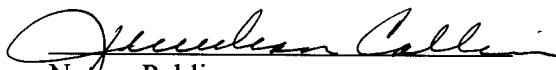


  
Notary Public

[Notarial Seal]

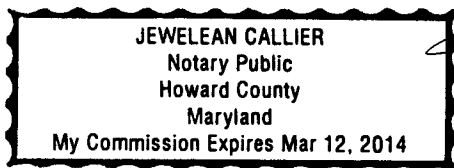
On this 15 day of March, 2012, Thomas W. Weston, Jr., who is personally known to me appeared before me in his/her capacity as the Chief Financial Officer and Secretary of INTERACTIVE TECHNOLOGY SOLUTIONS, LLC, a Maryland limited liability company ("Grantor"), and executed on behalf of Grantor the Trademark Security Agreement in favor of Citizens Bank of Pennsylvania, as the Administrative Agent for the Secured Parties, to which this Certificate is attached.

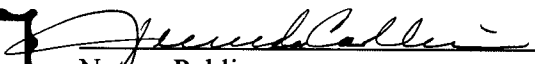


  
Notary Public

[Notarial Seal]

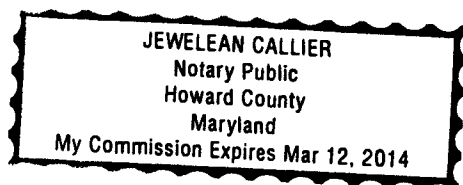
On this 15 day of March, 2012, Thomas W. Weston, Jr., who is personally known to me appeared before me in his/her capacity as the Chief Financial Officer, Secretary and Treasurer of ITEQ HOLDING COMPANY, INC., a Maryland corporation ("Grantor"), and executed on behalf of Grantor the Trademark Security Agreement in favor of Citizens Bank of Pennsylvania, as the Administrative Agent for the Secured Parties, to which this Certificate is attached.

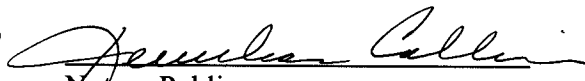


  
Notary Public

[Notarial Seal]

On this 15 day of March, 2012, Thomas W. Weston, Jr., who is personally known to me appeared before me in his/her capacity as the Chief Financial Officer, Secretary and Treasurer of ITEQ INTEGRATED TECHNOLOGIES, INC., a Maryland corporation ("Grantor"), and executed on behalf of Grantor the Trademark Security Agreement in favor of Citizens Bank of Pennsylvania, as the Administrative Agent for the Secured Parties, to which this Certificate is attached.

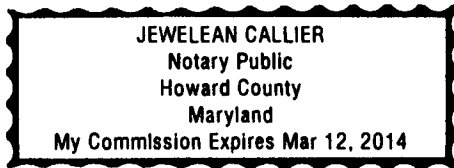


  
Notary Public

[Notarial Seal]

[Notary Acknowledgement to Trademark Security Agreement]

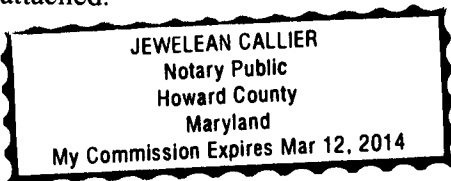
On this 15 day of March, 2012, Thomas W. Weston, Jr., who is personally known to me appeared before me in his/her capacity as the Chief Financial Officer, Secretary and Treasurer of CODIN SOLUTIONS, INC., a Virginia corporation ("Grantor"), and executed on behalf of Grantor the Trademark Security Agreement in favor of Citizens Bank of Pennsylvania, as the Administrative Agent for the Secured Parties, to which this Certificate is attached.



*Jewelean Callier*  
Notary Public

[Notarial Seal]

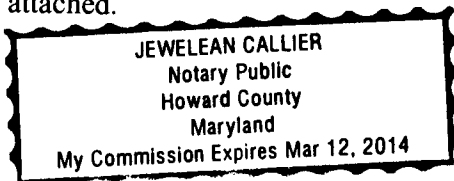
On this 15 day of March, 2012, Thomas W. Weston, Jr., who is personally known to me appeared before me in his/her capacity as the Chief Financial Officer, Secretary and Treasurer of PEACE TECHNOLOGY, INC., a Virginia corporation ("Grantor"), and executed on behalf of Grantor the Trademark Security Agreement in favor of Citizens Bank of Pennsylvania, as the Administrative Agent for the Secured Parties, to which this Certificate is attached.



*Jewelean Callier*  
Notary Public

[Notarial Seal]

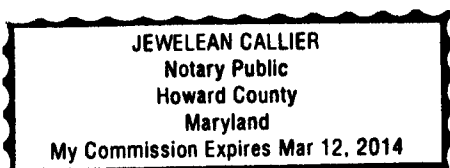
On this 15 day of March, 2012, Thomas W. Weston, Jr., who is personally known to me appeared before me in his/her capacity as the Chief Financial Officer, Secretary and Treasurer of 2020 COMPANY, LLC, an Illinois limited liability company ("Grantor"), and executed on behalf of Grantor the Trademark Security Agreement in favor of Citizens Bank of Pennsylvania, as the Administrative Agent for the Secured Parties, to which this Certificate is attached.



*Jewelean Callier*  
Notary Public

[Notarial Seal]

On this 15 day of March, 2012, Thomas W. Weston, Jr., who is personally known to me appeared before me in his/her capacity as the Chief Financial Officer, Secretary and Treasurer of ITSOLUTIONS NET HOLDING CORP., a Delaware corporation ("Grantor"), and executed on behalf of Grantor the Trademark Security Agreement in favor of Citizens Bank of Pennsylvania, as the Administrative Agent for the Secured Parties, to which this Certificate is attached.

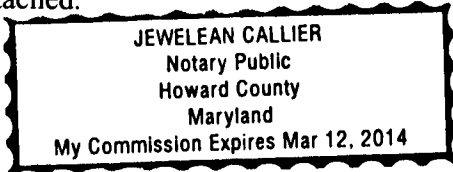


*Jewelean Callier*  
Notary Public

[Notarial Seal]

[Notary Acknowledgement to Trademark Security Agreement]

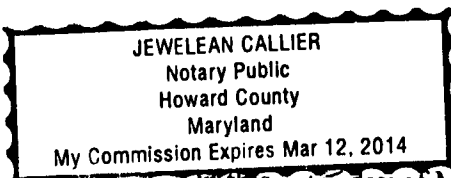
On this 15 day of March, 2012, Thomas W. Weston, Jr., who is personally known to me appeared before me in his/her capacity as the Chief Financial Officer, Secretary and Treasurer of ITSOLUTIONS NET, INC., a Delaware corporation ("Grantor"), and executed on behalf of Grantor the Trademark Security Agreement in favor of Citizens Bank of Pennsylvania, as the Administrative Agent for the Secured Parties, to which this Certificate is attached.



*Jewelean Callier*  
Notary Public

[Notarial Seal]

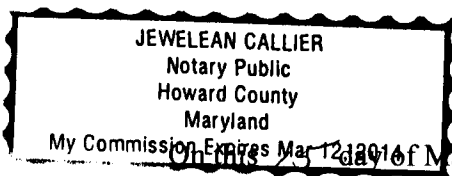
On this 15 day of March, 2012, Thomas W. Weston, Jr., who is personally known to me appeared before me in his/her capacity as the Chief Financial Officer, Secretary and Treasurer of ITSOLUTIONS NET GOVERNMENT SERVICES, INC., a Maryland corporation ("Grantor"), and executed on behalf of Grantor the Trademark Security Agreement in favor of Citizens Bank of Pennsylvania, as the Administrative Agent for the Secured Parties, to which this Certificate is attached.



*Jewelean Callier*  
Notary Public

[Notarial Seal]

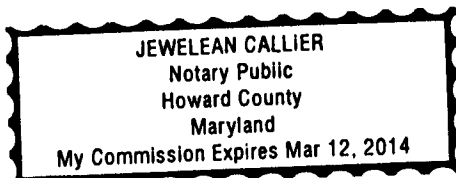
On this 15 day of March, 2012, Thomas W. Weston, Jr., who is personally known to me appeared before me in his/her capacity as the Chief Financial Officer, Secretary and Treasurer of ITSOLUTIONS NET GOVERNMENT SOLUTIONS, INC., a Maryland corporation ("Grantor"), and executed on behalf of Grantor the Trademark Security Agreement in favor of Citizens Bank of Pennsylvania, as the Administrative Agent for the Secured Parties, to which this Certificate is attached.



*Jewelean Callier*  
Notary Public

[Notarial Seal]

On this 15 day of March, 2012, Thomas W. Weston, Jr., who is personally known to me appeared before me in his/her capacity as the Chief Financial Officer, Secretary and Treasurer of OPTIMUS CORPORATION, a Virginia corporation ("Grantor"), and executed on behalf of Grantor the Trademark Security Agreement in favor of Citizens Bank of Pennsylvania, as the Administrative Agent for the Secured Parties, to which this Certificate is attached.

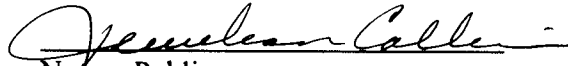


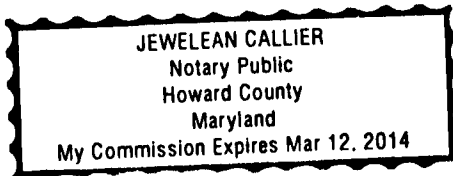
*Jewelean Callier*  
Notary Public

[Notarial Seal]

[Notary Acknowledgement to Trademark Security Agreement]

On this 15 day of March, 2012, Thomas W. Weston, Jr., who is personally known to me appeared before me in his/her capacity as the Chief Financial Officer, Secretary and Treasurer of AVIEL SYSTEMS, INC., a Virginia corporation ("Grantor"), and executed on behalf of Grantor the Trademark Security Agreement in favor of Citizens Bank of Pennsylvania, as the Administrative Agent for the Secured Parties, to which this Certificate is attached.

  
Notary Public



[Notarial Seal]

[Notary Acknowledgement to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004748 FRAME: 0827**

AGREED TO AND ACCEPTED:  
LENDER:

CITIZENS BANK OF PENNSYLVANIA

By: \_\_\_\_\_

Name: Leslie Grizzard

Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004748 FRAME: 0828**

**SCHEDULE I**  
**to TRADEMARK SECURITY AGREEMENT**

**U.S. TRADEMARKS**

<b>TRADEMARK</b>	<b>OWNER</b>	<b>SERIAL/ REGISTRATION NO.</b>	<b>FILING/ REGISTRATION DATE</b>
ACENTIA	Acentia, LLC (a Maryland limited liability company)	85352116	06/21/2011
AUTODOCS	Optimus Corporation (a Virginia corporation)	2994900	09/13/2005
{ Design Only }	2020 Company, LLC (an Illinois limited liability company)	3352311	12/11/2007
WHERE INSIGHT MEETS TECHNOLOGY	2020 Company, LLC (an Illinois limited liability company)	3324521	10/30/2007
2020 COMPANY, LLC	2020 Company, LLC (an Illinois limited liability company)	3335111	11/13/2007