

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Infrastrategy L.L.C.		04/13/2012	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	BIA Digital Partners SBIC II LP		
Street Address:	15120 Enterprise Court, Suite 200		
City:	Chantilly		
State/Country:	VIRGINIA		
Postal Code:	20151		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85462031	TOTAL TAX LAW	
CORRESPONDENCE DATA			
Fax Number:	7043533698		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7043315792		
Email:	donna.millard@klgates.com		
Correspondent Name:	Karl S. Sawyer, Jr.		
Address Line 1:	Post Office Box 33144		
Address Line 2:	K&L Gates LLP		
Address Line 4:	Charlotte, NORTH CAROLINA 28233		
ATTORNEY DOCKET NUMBER:	2827616.00042BIADIGITALPT		
NAME OF SUBMITTER:	Karl S. Sawyer, Jr.		
Signature:	/ Karl S. Sawyer, Jr. /		

OP \$40.00 85462031

Date:

04/16/2012

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of April 13, 2012 by and between Infrastrategy L.L.C., an Illinois limited liability company (the "Grantor"), having its chief executive office at 25 East Washington Street, Suite 510, Chicago, Illinois 60602, and BIA DIGITAL PARTNERS SBIC II LP, a Delaware limited partnership, as collateral agent (in such capacity, the "Secured Party"), with offices at 15120 Enterprise Court, Suite 200, Chantilly, Virginia 20151, for the ratable benefit of the Holders (as defined in the Purchase Agreement described below).

This Agreement is executed pursuant to the terms of (a) the Second Amended and Restated Securities Purchase Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement") by and among the Borrowers (as defined therein), Total Attorneys, Inc., the Secured Party and the Holders party thereto and (b) the Amended and Restated Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") executed by the Grantors (as defined therein) in favor of the Secured Party, for the ratable benefit of the Holders. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Purchase Agreement or the Security Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Secured Party, for the ratable benefit of the Holders, a security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) all Trademarks and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark of the Grantor (excluding trademark applications for which Grantor has not filed and had accepted under applicable law a "Statement of Use" or "Amendment to Allege Use"), including, without limitation, each Trademark listed on Schedule A;
- (ii) all claims by the Grantor against third parties (a) for past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark listed on Schedule A or (b) injury to the goodwill associated with any Trademark; and
- (iii) all products and proceeds of the foregoing.

The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern. This Agreement shall be governed by, construed in accordance with, and enforced under, the laws of the State of Illinois, without regard to the principles of conflicts of laws of such state.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first above written.

INFRASTRATEGY L.L.C., as Grantor

By: 

Name: Kevin W. Chern

Title: President

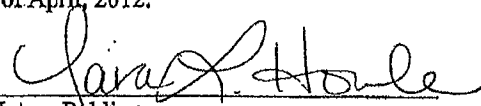
ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF COOK

I, Tara L. Houle, a Notary Public for said County and State, do hereby certify that Kevin W. Chern personally appeared before me this day and stated that he is President of Infrastrategy L.L.C and acknowledged, on behalf of Infrastrategy L.L.C., the due execution of the foregoing instrument.

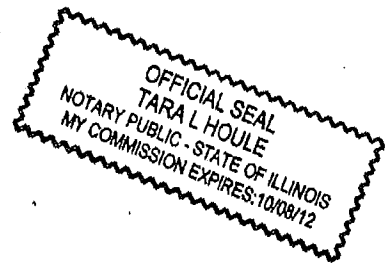
Witness my hand and official seal, this 13th day of April, 2012.


Notary Public

My commission expires:

10/8/2012

[Signature Pages Continue]



[Trademark Security Agreement]

BIA DIGITAL PARTNERS SBIC II LP

By: BIA Digital Partners SBIC II LLC
Its: General Partner

By: BIA Digital Partners II LLC
Its: Manager

By: 

Name: Damien A. Dovi

Title: Vice President and an authorized person

[Trademark Security Agreement]

Schedule A to Trademark Security Agreement

INFRASTRATEGY L.L.C. TRADEMARKS

Jurisdiction/Property Type	Mark	Application # or Registration #	Date Filed or Date Registered
U.S. Trademark	TotalTaxLaw	85462031	November 1, 2011