

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
AOD Acquisition Company		05/21/2012	CORPORATION: FLORIDA
Advanced Answers on Demand Holding Corporation		05/21/2012	CORPORATION: FLORIDA
AOD Holding Company		05/21/2012	CORPORATION: DELAWARE
Advanced Answers on Demand Inc.		05/21/2012	CORPORATION: FLORIDA
Advanced Answers on Demand of Wisconsin, Inc.		05/21/2012	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	275 Grove Street, Suite 2-200		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02466		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3711217	AOD	
Registration Number:	3358344	ANSWERS ELITE THE NEXT GENERATION OF INTEGRATED SOFTWARE SOLUTIONS	
Registration Number:	3072566	ADVANCED ANSWERS ON DEMAND, INC. INTEGRATED SOFTWARE SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	800-927-9801 x2348		

Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	212016
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	05/21/2012

Total Attachments: 8
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

AOD ACQUISITION COMPANY

- Individual(s)
- General Partnership
- Corporation- State: FLORIDA
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) MAY 21 2012

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: SILICON VALLEY BANK

Internal Address: _____

Address: SUITE 2-200

Street Address: 275 GROVE STREET

City: NEWTON

State: MASSACHUSETTS

Country: UNITED STATES Zip: 02466

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship CALIFORNIA
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

3,711,217 3,358,344 3,072,566

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: CORPORATION SERVICE COMPANY

Internal Address: _____

Street Address: 1180 AVENUE OF THE AMERICAS

City: NEW YORK

State: NEW YORK Zip: 10036

Phone Number: 212-299-5600

Fax Number: 212-299-5656

Email Address: _____

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

MAY 21 2012

Date

ANDREW NASH

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Addendum to Trademark cover page

Additional names of conveying parties:

ADVANCED ANSWERS ON DEMAND HOLDING CORPORATION, a Florida corporation

AOD HOLDING COMPANY, a Delaware corporation

ADVANCED ANSWERS ON DEMAND INC., a Florida corporation

ADVANCED ANSWERS ON DEMAND OF WISCONSIN, INC., a Wisconsin corporation

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Agreement*"), dated as of May 21, 2012, is entered into by and among **AOD ACQUISITION COMPANY**, a Florida corporation ("*Initial Borrower*"), immediately upon consummation of the Merger, **ADVANCED ANSWERS ON DEMAND HOLDING CORPORATION**, a Florida corporation ("*Successor Borrower*"), **AOD HOLDING COMPANY**, a Delaware corporation ("*Holdings*"), **ADVANCED ANSWERS ON DEMAND INC.**, a Florida corporation ("*AOD Florida*") and **ADVANCED ANSWERS ON DEMAND OF WISCONSIN, INC.**, a Wisconsin corporation ("*AOD Wisconsin*"; AOD Wisconsin, together with AOD Florida, Initial Borrower, Successor Borrower and Holdings, are, individually, a "*Grantor*", and collectively, the "*Grantors*") and **SILICON VALLEY BANK** (the "*Assignee*"), as Administrative Agent pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of May 21, 2012 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "*Guarantee and Collateral Agreement*"), among the Assignee, the Grantors and certain of the Grantors' affiliates, and (ii) that certain Credit Agreement, dated as of May 21, 2012 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "*Credit Agreement*"), between, among others, certain of the Grantors, the Assignee, and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by each Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, each Grantor hereby grants to the Assignee a security interest in all of such Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations. For the purposes of this Agreement, "Trademarks" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than intent-to-use applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision

thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the federally registered trademarks and applications for registration referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of each Grantor's federally registered United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, each Grantor authorizes the Assignee, upon notice to such Grantor, to modify this Agreement without obtaining such Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by such Grantor or to delete any reference to any right, title or interest in any Trademarks in which such Grantor no longer has or claims any right, title or interest. Each Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

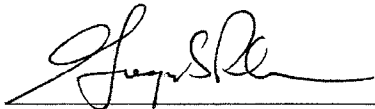
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent

By: 
Name: Gregory S. Pachus
Title: Managing Director

Address of Assignee:

Silicon Valley Bank
275 Grove Street, Suite 2-200
Newton, Massachusetts 02466
Attention: [Mr. Greg Pachus]
Fax: (617) 969-4395
Email: gpachus@svb.com

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004784 FRAME: 0693

GRANTORS:

AOD ACQUISITION COMPANY

By: Steven Rothman
Name: Steven Rothman
Title: Treasurer

ADVANCED ANSWERS ON DEMAND
HOLDING CORPORATION

By: _____
Name: Aaron Sokolow
Title: Vice President of Finance and Administration

AOD HOLDING COMPANY

By: Steven Rothman
Name: Steven Rothman
Title: Treasurer

ADVANCED ANSWERS ON DEMAND, INC.

By: _____
Name: Aaron Sokolow
Title: Vice President of Finance and Administration

ADVANCED ANSWERS ON DEMAND OF
WISCONSIN, INC.

By: _____
Name: Aaron Sokolow
Title: Vice President of Finance and Administration

[Signature Page to Trademark Security Agreement]

GRANTORS:

AOD ACQUISITION COMPANY

By: _____
Name: Steven Rothman
Title: Treasurer

ADVANCED ANSWERS ON DEMAND
HOLDING CORPORATION

By: *Aaron Sokolow*
Name: Aaron Sokolow
Title: Vice President of Finance and Administration

AOD HOLDING COMPANY

By: _____
Name: Steven Rothman
Title: Treasurer

ADVANCED ANSWERS ON DEMAND, INC.

By: *Aaron Sokolow*
Name: Aaron Sokolow
Title: Vice President of Finance and Administration



ADVANCED ANSWERS ON DEMAND OF
WISCONSIN, INC.

By: *Aaron Sokolow*
Name: Aaron Sokolow
Title: Vice President of Finance and Administration

[Signature Page to Trademark Security Agreement]

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks

Registrant	Trademark	Registration No.	Registration Date
Advanced Answers on Demand, Inc.	AOD	3711217	11/17/09
Advanced Answers on Demand, Inc.	ANSWERS ELITE THE NEXT GENERATION OF INTEGRATED SOFTWARE SOLUTIONS 	3358344	12/25/07
Advanced Answers on Demand, Inc.	ADVANCED ANSWERS ON DEMAND, INC. INTEGRATED SOFTWARE SOLUTIONS 	3072566	3/28/06

Applications of Registration of Trademarks

None

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