

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AMENDMENT NUMBER TWO TO TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NOBLE SYSTEMS CORPORATION		07/16/2012	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	WELLS FARGO CAPITAL FINANCE, INC., formerly known as Wells Fargo Foothill, Inc., as Agent
Street Address:	2450 Colorado Avenue, Suite 3000W
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3783968	SIPHONY
Serial Number:	85568241	N NOBLE SYSTEMS CUSTOMER CONTACT TECHNOLOGIES
Serial Number:	85622019	SHIFTTRACK
Serial Number:	85622026	SHIFTTRACK PLUS

CORRESPONDENCE DATA

Fax Number: 2136270705
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 213.683.5698
 Email: MinetteTayco@paulhastings.com
 Correspondent Name: Minette M. Tayco, c/o Paul Hastings LLP
 Address Line 1: 515 S. Flower Street, 25th Floor
 Address Line 4: Los Angeles, CALIFORNIA 90071

CH \$115.00 3783968

ATTORNEY DOCKET NUMBER:	NOBLE(45035.250): TRADEMA
NAME OF SUBMITTER:	Minette M. Tayco
Signature:	/Minette M. Tayco/
Date:	07/17/2012
<p>Total Attachments: 5 source=WFCF_Noble - Fully Executed Amendment Number Two to Trademark Security Agreement#page1.tif source=WFCF_Noble - Fully Executed Amendment Number Two to Trademark Security Agreement#page2.tif source=WFCF_Noble - Fully Executed Amendment Number Two to Trademark Security Agreement#page3.tif source=WFCF_Noble - Fully Executed Amendment Number Two to Trademark Security Agreement#page4.tif source=WFCF_Noble - Fully Executed Amendment Number Two to Trademark Security Agreement#page5.tif</p>	

**AMENDMENT NUMBER TWO TO
TRADEMARK SECURITY AGREEMENT**

This **AMENDMENT NUMBER TWO TO TRADEMARK SECURITY AGREEMENT**, dated as of July 16, 2012 (this "Amendment"), is delivered pursuant to Section 5 of that certain Trademark Security Agreement, dated as of June 28, 2007 (as amended by that certain Amendment Number One to Trademark Security Agreement, dated as of November 2, 2007, the "Trademark Security Agreement"), among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO CAPITAL FINANCE, INC.**, formerly known as Wells Fargo Foothill, Inc., a California corporation, as the arranger and administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trademark Security Agreement, which by this reference is incorporated herein.

WHEREAS, the Grantors and Agent are parties to that certain Trademark Security Agreement recorded with the United States Patent and Trademark Office on or about June 29, 2007; and

WHEREAS, the Grantors and Agent wish to amend the Trademark Security Agreement by adding certain Trademarks to the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. Grantors and Agent hereby agree that (a) Schedule A to the Trademark Security Agreement is hereby amended to include the Trademark Collateral listed on Schedule A attached hereto (in addition to the other Trademark Collateral described in Schedule A to the Trademark Security Agreement) and (b) the Trademark Collateral listed on Schedule A attached hereto shall be and become part of the Trademark Collateral referred to in the Trademark Security Agreement and Schedule A attached thereto and shall secure all Obligations pursuant to the Trademark Security Agreement.

2. Each Grantor hereby: (a) reaffirms all prior grants of security interests in favor of Agent in all of Grantor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule A to the Trademark Security Agreement prior to the effectiveness of this Amendment; (b) grants, assigns, transfers, and conveys to Agent continuing security interests in all of Grantor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule A attached hereto; (c) represents and warrants that the representations and warranties in the Trademark Security Agreement, as amended by the Amendment, are true and correct in all material respects on and as of the date hereof, as though made on such date; and (d) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

3. This Amendment shall be governed by, and construed and enforced in accordance with, the federal laws of the United States and the laws of the State of Georgia.

4. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

5. This Amendment is a Loan Document.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Agreement by and through their duly authorized officers, as of the day and year first above written.

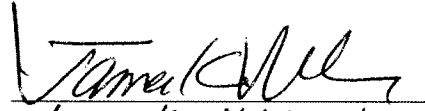
GRANTORS:

NOBLE SYSTEMS CORPORATION,
a Georgia corporation

By:

Name:

Title:


James K. Noble, Jr.
President & CEO

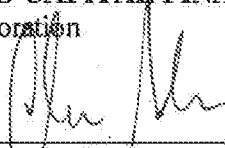
AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE, INC.,
a California corporation

By:

Name:


Chris Parker


Title:

Vice President

[SIGNATURE PAGE TO AMENDMENT NUMBER TWO TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004822 FRAME: 0805

SCHEDULE A
to
AMENDMENT NUMBER TWO TO TRADEMARK SECURITY AGREEMENT

Title/Mark	Serial No.	Class
SIPhony	3783968	38
 NOBLE SYSTEMS CUSTOMER CONTACT TECHNOLOGIES	85568241	42
SHIFTTRACK	85622019	9 & 35
SHIFTTRACK PLUS	85622026	9 & 35