

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Intelligrated Systems, LLC		07/30/2012	LIMITED LIABILITY COMPANY: DELAWARE
Intelligrated Headquarters, LLC		07/30/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as First Lien Collateral Agent		
Street Address:	20 King Street West, 4th Floor		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5H 1C4		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	2227890	ACCUMAT	
Registration Number:	2487611	ACCUZONE	
Registration Number:	2880841	ALVEY	
Registration Number:	2883688	ALVEY	
Registration Number:	2093989	BOSS	
Registration Number:	2102524	BUSCHMAN	
Registration Number:	2630178		
Registration Number:	1797611	EASYPICK	
Registration Number:	2595299	FKI LOGISTEX	
Registration Number:	2640333	FKI LOGISTEX	
Registration Number:	2971232	I	
Registration Number:	2860764	IN-24X7	

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Registration Number:	3357263	INCONTROLWARE
Registration Number:	2817989	INTELLIGRATED
Registration Number:	2817990	INTELLIGRATED
Registration Number:	2805455	INTELLIMERGE
Registration Number:	2811266	INTELLIQ
Registration Number:	2798602	INTELLISORT
Registration Number:	0570576	MATHEWS
Registration Number:	2886241	REAL TIME SOLUTIONS
Registration Number:	2997149	SNE SYSTEMS
Registration Number:	1055926	STEARNS
Registration Number:	2334213	TRANSITREAD
Registration Number:	3335013	UNISORT

CORRESPONDENCE DATA

Fax Number:

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

Email: david.adams@thomsonreuters.com

Correspondent Name: Robin Riley, Legal Assistant

Address Line 1: 75 East 55th Street

Address Line 2: Paul Hastings LLP

Address Line 4: New York, NEW YORK 10022

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Robin Riley, Legal Assistant
Signature:	/david adams thomsonreuters/
Date:	08/24/2012

Total Attachments: 9

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TRADEMARK

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of July 30, 2012 (the "First Lien Trademark Security Agreement"), made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the "Grantors"), is in favor of ROYAL BANK OF CANADA, as first lien collateral agent (in such capacity, the "First Lien Collateral Agent") for the Lenders, as defined in the First Lien Credit Agreement (in such capacity, the "Assignee").

W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain First Lien Pledge and Security Agreement dated as of July 30, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Pledge and Security Agreement") in favor of the Assignee pursuant to which the Grantors are required to execute and deliver this First Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, the First Lien Collateral Agent and the Lenders to enter into the First Lien Credit Agreement, to induce Lenders and the Issuing Bank to make their respective extensions of credit to the Borrower thereunder, to induce the counterparties to provide Banking Services in connection with the Secured Banking Services Obligations and to induce the counterparties to enter into the Hedge Agreements and provide financial accommodation, each Grantor hereby agrees with the First Lien Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the First Lien Pledge and Security Agreement and (to the extent not defined therein) the First Lien Credit Agreement. For purposes of this First Lien Trademark Security Agreement, the term "Trademarks" shall mean, with respect to any Person and throughout the world, all of the following now owned or hereafter acquired by such Person: (a) all trademarks, service marks, trade names, trade dress, logos, slogans and other source or business identifiers, now existing or hereafter adopted or acquired, all registrations thereof, and all registrations and applications filed in connection therewith, including registrations and applications in the PTO (or any similar offices in any other country or any State of the United States), and all extensions or renewals thereof, including, in the case of any Grantor, any of the foregoing set forth next to its name on Schedule 1 hereto, and (b) all goodwill associated therewith or symbolized thereby.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the First Lien Collateral Agent, for the benefit of the Secured Parties, a security interest in all such Grantor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all Trademarks of such Grantor, including, without limitation, the registered and applied-for Trademarks of such Grantor listed on Schedule 1 attached hereto; and

(b) to the extent not covered by clause (a), all Proceeds of any of the foregoing;

provided, that in no event shall the Security Interest attach to or term "Trademark Collateral" include any Excluded Property.

SECTION 3. First Lien Pledge and Security Agreement. The security interest granted pursuant to this First Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Assignee pursuant to the First Lien Pledge and Security Agreement, and Grantors hereby acknowledge and affirm that the rights and remedies of the Assignee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the First Lien Pledge and Security Agreement. In the event that any provision of this First Lien Trademark Security Agreement is deemed to conflict with the First Lien Pledge and Security Agreement, the provisions of the First Lien Pledge and Security Agreement shall govern.

SECTION 4. Termination. (a) This First Lien Trademark Security Agreement, the Security Interest and all other security interests granted hereby shall terminate when (i) all the Obligations (other than Unliquidated Obligations, as defined in the First Lien Credit Agreement) have been paid in full in cash, (ii) all Commitments have terminated or expired and (iii) the Letter of Credit Usage has been reduced to zero (or cash collateralized in a manner reasonably satisfactory to the Issuing Bank or back-stopped by a Letter of Credit in form and substance reasonably satisfactory to the Issuing Bank) and the Issuing Bank has no further obligation to issue or amend Letters of Credit under the First Lien Credit Agreement.

(b) The Security Interest and all other security interests granted hereby shall also terminate and be released at the time or times and in the manner set forth in Section 9.19 of the First Lien Credit Agreement.

(c) In connection with any termination or release pursuant to paragraph (a) or (b) of this Section, the First Lien Collateral Agent shall execute and deliver to any Grantor, at such Grantor's expense, all documents that such Grantor shall reasonably request to evidence such termination or release. Any execution and delivery of documents by the First Lien Collateral Agent pursuant to this Section shall be without recourse to or warranty by the First Lien Collateral Agent.

SECTION 6. GOVERNING LAW. THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. Counterparts. This First Lien Trademark Security Agreement may be executed by one or more of the parties to this First Lien Trademark Security Agreement on


any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this First Lien Trademark Security Agreement by facsimile transmission or other electronic transmission (including PDF format) shall be effective as delivery of a manually executed counterpart hereof.

SECTION 8. INTERCREDITOR AGREEMENT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE PRIORITY OF THE LIEN AND SECURITY INTEREST GRANTED TO THE FIRST LIEN COLLATERAL AGENT PURSUANT TO THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE FIRST LIEN COLLATERAL AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT GOVERNING THE PRIORITY OF THE SECURITY INTERESTS GRANTED TO THE FIRST LIEN COLLATERAL AGENT OR THE EXERCISE OF ANY RIGHT OR REMEDY, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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IN WITNESS WHEREOF, each Grantor has caused this FIRST LIEN
TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized
officer as of the date first above written.


INTELLIGRATED SYSTEMS, LLC, as a
Grantor

By: 

Name: *Edward J. Papis*

Title: *Chief Financial Officer and Treasurer*

INTELLIGRATED HEADQUARTERS,
LLC, as a Grantor

By: 

Name: *Edward J. Papis*

Title: *Chief Financial Officer and Treasurer*

[SIGNATURE PAGE TO FIRST LIEN TRADEMARK SECURITY AGREEMENT]

Accepted and Agreed:

ROYAL BANK OF CANADA, as Assignee

By: 
Name: Susan Khokher
Title: Manager, Agency

[SIGNATURE PAGE TO FIRST LIEN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
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TRADEMARKSTrademark Registrations and Applications

Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Owner
INTELLIGRATED HEADQUARTERS, LLC	75/392	2,227,890	ACCUMAT
INTELLIGRATED HEADQUARTERS, LLC	76/164	2,487,611	ACCUZONE
INTELLIGRATED HEADQUARTERS, LLC	76/495	2,880,841	ALVEY
INTELLIGRATED HEADQUARTERS, LLC	76/495	2,883,688	ALVEY
INTELLIGRATED HEADQUARTERS, LLC	74/576	2,093,989	BOSS
INTELLIGRATED HEADQUARTERS, LLC	74/662	2,102,524	BUSCHMAN
INTELLIGRATED HEADQUARTERS, LLC	76/138	2,630,178	DESIGN (BUG SPLAT)
INTELLIGRATED HEADQUARTERS, LLC	74/302	1,797,611	EASYPICK
INTELLIGRATED HEADQUARTERS, LLC	75/982	2,595,299	FKI LOGISTEX
INTELLIGRATED HEADQUARTERS, LLC	75/942	2,640,333	FKI LOGISTEX
INTELLIGRATED HEADQUARTERS, LLC	76/338	2,971,232	I LOGO (CLAIMING COLOR)
INTELLIGRATED HEADQUARTERS, LLC	76/347	2,860,764	IN-24X7
INTELLIGRATED	78/647	3,357,263	INCONTROLWARE

HEADQUARTERS, LLC			
INTELLIGRATED HEADQUARTERS, LLC	76/338	2,817,989	INTELLIGRATED
INTELLIGRATED HEADQUARTERS, LLC	76/338	2,817,990	INTELLIGRATED (STYLIZED)
INTELLIGRATED HEADQUARTERS, LLC	76/338	2,805,455	INTELLIMERGE
INTELLIGRATED HEADQUARTERS, LLC	76/338	2,811,266	INTELLIQ
INTELLIGRATED HEADQUARTERS, LLC	76/338	2,798,602	INTELLISORT
INTELLIGRATED HEADQUARTERS, LLC	71/607	0570576	MATHEWS (STYLIZED)
INTELLIGRATED HEADQUARTERS, LLC	78/158	2,886,241	REAL TIME SOLUTIONS
INTELLIGRATED HEADQUARTERS, LLC	78/354	2,997,149	SNE SYSTEMS
INTELLIGRATED HEADQUARTERS, LLC	73/042	1,055,926	STEARNS
INTELLIGRATED HEADQUARTERS, LLC	75/377	2,334,213	TRANSITREAD
INTELLIGRATED HEADQUARTERS, LLC	78/917	3,335,013	UNISORT