

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
Keypoint Government Solutions, Inc.		11/13/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch, as Collateral Agent		
Street Address:	677 Washington Blvd.		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	bank: SWITZERLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3979970	KEYPOINT GOVERNMENT SOLUTIONS	
Registration Number:	3979969	KEYPOINT	
Registration Number:	3979968	KEYPOINT GOVERNMENT SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive		
Address Line 2:	Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	038266-0237		
DOMESTIC REPRESENTATIVE			

900238691

TRADEMARK
 REEL: 004900 FRAME: 0651

OP \$90.00 3979970

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	11/14/2012

Total Attachments: 4
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Trademark Security Agreement

Trademark Security Agreement, dated as of November 13, 2012, by KEYPOINT GOVERNMENT SOLUTIONS, INC.. (“Pledgor”), in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, Pledgor is party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of all the Secured Obligations, Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of Pledgor:

- (a) Trademarks of Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement or as otherwise permitted by the Credit Agreement, the Collateral Agent shall execute, acknowledge, and deliver to Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

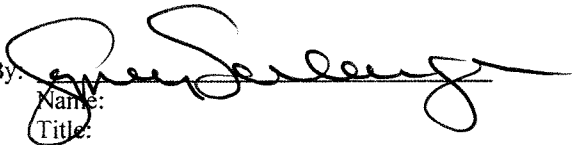
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

In Witness Whereof, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

KEYPOINT GOVERNMENT SOLUTIONS, INC., as
Pledgor

By: 
Name:
Title:


Signature Page to Trademark Security Agreement

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Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: 
Name: Kenneth Chin
Title: Director

By: 
Name: Joselin Fernandes
Title: Associate Director

SCHEDULE I

TRADEMARKS

Registrations:

Record Owner	Trademark (Class)	Registration Number (Reg. Date)
KeyPoint Government Solutions, Inc.	KEYPOINT GOVERNMENT SOLUTIONS (Classes: 35, 36, 41, 42 & 45)	3,979,970 (06/21/2011)
KeyPoint Government Solutions, Inc.	KEYPOINT (Classes: 35, 36, 41, 42 and 45)	3,979,969 (06/21/2011)
KeyPoint Government Solutions, Inc.	KEYPOINT GOVERNMENT SOLUTIONS & Design (Classes: 35, 36, 41, 42 and 45)	3,979,968 (06/21/2011)

Applications:

Record Owner	Trademark (Class)	Application Number (App. Date)
KeyPoint Government Solutions, Inc.	KEYPOINT GOVERNMENT SOLUTIONS (Classes: 35, 41, 42 and 45)	77/807,148 (08/18/2009)
KeyPoint Government Solutions, Inc.	KEYPOINT GOVERNMENT SOLUTIONS & Design (Classes: 35, 41, 42 and 45)	77/807,129 (08/18/2009)
KeyPoint Government Solutions, Inc.	KEYPOINT (Classes: 35, 41, 42 and 45)	77/807,127 (08/18/2009)