

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
Sirius Computer Solutions, Inc.		12/07/2012	CORPORATION: TEXAS

**RECEIVING PARTY DATA**

Name:	WELLS FARGO BANK, N.A.
Street Address:	90 South Seventh Street, MAC N9305-051
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	3707581	MSI SYSTEMS INTEGRATORS
Registration Number:	3707579	MSI SYSTEMS INTEGRATORS
Registration Number:	3332766	YOUR BUSINESS. BETTER.
Registration Number:	3798699	SIRIUS COMPUTER SOLUTIONS

**CORRESPONDENCE DATA**

Fax Number: 9495676710  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 949-852-7792  
 Email: ipprosecution@orrick.com  
 Correspondent Name: Victor Santos  
 Address Line 1: 2050 Main Street, Suite 1100  
 Address Line 4: Irvine, CALIFORNIA 92614-8255

ATTORNEY DOCKET NUMBER:	1696-553
NAME OF SUBMITTER:	Victor Santos

CH \$115.00 3707581

Signature:	/Victor Santos/
Date:	12/07/2012
Total Attachments: 4 source=Grant_of_Security_Interest#page1.tif source=Grant_of_Security_Interest#page2.tif source=Grant_of_Security_Interest#page3.tif source=Grant_of_Security_Interest#page4.tif	

**GRANT OF SECURITY INTEREST**

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of December 7, 2012, is executed by SIRIUS COMPUTER SOLUTIONS, INC., a Texas corporation (the "Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as the collateral agent for the Secured Parties (in such capacity, together with any successors and assigns in such capacity, the "Collateral Agent") for the financial institutions which are from time to time parties to the Credit Agreement referred to in Recital A below (collectively, the "Lenders"). Unless otherwise defined herein, all other capitalized terms used herein and defined in the Credit Agreement shall have the respective meanings given to those terms in the Credit Agreement.

A. Pursuant to that certain Amended and Restated Credit Agreement, dated as of December 7, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among SCS Holdings I Inc., a Delaware corporation, the Grantor, the Lenders and Wells Fargo Bank, National Association, as Administrative Agent, Collateral Agent, L/C Issuer and Swing Line Lender, the Lenders have agreed to extend loans and other financial accommodations to the Grantor upon the terms and subject to the conditions set forth therein.

B. The Grantor has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto and made a part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks").

C. The Grantor and other entities party thereto from time to time have entered into an Amended and Restated Security Agreement, dated as of December 7, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent, pursuant to which the Grantor is required to execute and deliver this Grant of Security Interest.

D. Pursuant to the Security Agreement, the Grantor has granted to the Collateral Agent a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the prompt payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further grant to the Collateral Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.


The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Collateral Agent's address is:

Wells Fargo Bank, National Association  
90 South Seventh Street, MAC N9305-051  
Minneapolis, MN 55402  
Attention: Heidi Samuels  
Tel. No. (612) 667-4201  
Fax No. (612) 667-7266  
E-mail: Heidi.H.Samuels@wellsfargo.com

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

**SIRIUS COMPUTER SOLUTIONS, INC.,  
a Texas corporation**

By:   
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Terry V. Johnson, Chief Financial Officer,  
Executive Vice President - Finance and  
Operations, Treasurer and Secretary

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

<u>Trademark</u>	<u>Registration No.</u>
MSI SYSTEMS INTEGRATORS	3707581 (US)
MSI SYSTEMS INTEGRATORS Design	3707579 (US)
SIRIUS COMPUTER SOLUTIONS	3,798,699 (US)
YOUR BUSINESS. BETTER.	3332766 (US)

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

None.