

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
WASHINGTON INVENTORY SERVICE		12/20/2012	CORPORATION:
RECEIVING PARTY DATA			
Name:	GENERAL ELECTRIC CAPITAL CORPORATION, as AGENT		
Street Address:	299 Park Avenue, 5th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1828535	WIS	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	mtily@fdh.com		
Correspondent Name:	Michael Tily		
Address Line 1:	177 Broad Street		
Address Line 4:	Stamford, CONNECTICUT 06901		
NAME OF SUBMITTER:	Michael Tily		
Signature:	/Michael Tily/		
Date:	01/09/2013		
Total Attachments: 9 source=Executed 2nd Lien IP Security Agreement#page1.tif			

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**SECOND LIEN INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 20, 2012, by each of the entities listed on the signature pages hereof (or by any such entity that becomes a party hereto pursuant to Section 7.14 of the Second Lien Pledge and Security Agreement referred to below, each a “Grantor” and, collectively, the “Grantors”), in favor of General Electric Capital Corporation (“GE Capital”), as agent for the Secured Parties (as defined in the Second Lien Pledge and Security Agreement referred to below) (in such capacity, the “Agent”).

RECITALS:

A. Pursuant to the Second Lien Credit Agreement, dated as of December 20, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among WIS Holding Company, Inc., a Delaware corporation (“Parent”), WIS Holdings Corp., a Delaware corporation (“Holdings”), Washington Inventory Service, a California corporation (“Borrower”), GE Capital, as administrative and collateral agent for the Lenders (in such capacity, the “Agent”), the Lenders party thereto, BMO Capital Markets (“BMOCM”), as syndication agent, and GE Capital Markets, Inc., and BMOCM, as joint lead arrangers, the Lenders have agreed, subject to the terms and conditions set forth in the Credit Agreement, to extend credit to the Borrower; and

B. Each Grantor is party to that certain Second Lien Pledge and Security Agreement dated as of December 20, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the “Second Lien Pledge and Security Agreement”), in favor of the Agent pursuant to which the Grantors are required to execute and deliver this Second Lien Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Agent to enter into the Credit Agreement and to induce the Lenders to make Loans thereunder, each Grantor hereby agrees with the Agent as follows:

SECTION 1. DEFINED TERMS

1.1 Unless otherwise defined herein, terms defined in the Credit Agreement or in the Second Lien Pledge and Security Agreement shall have the meaning given to them in the Credit Agreement or the Second Lien Pledge and Security Agreement, as the case may be.

**SECTION 2. GRANT OF SECURITY INTEREST IN INTELLECTUAL
PROPERTY COLLATERAL**

2.1 Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent, for the benefit of the Secured Parties, and grants to the Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (other than Excluded Assets) of such Grantor (the “Intellectual Property Collateral”):

(a) all of its Copyrights and Copyright Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;

(b) all reissues, renewals, continuations or extensions of the foregoing; and

(c) all Proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present, future infringement or dilution of any Copyright or Copyright licensed under any Copyright License.

and

(d) all of its Patents and Patent Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;

(e) all reissues, re-examinations, continuations, continuations-in-party, divisions or extensions of the foregoing; and

(f) all Proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present, future infringement or dilution of any Patent or Patent licensed under any Patent License.

and

(g) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;

(h) all reissues, renewals, continuations or extensions of the foregoing;

(i) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(j) all Proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

and

(k) all of its Internet domain names and Software, including, without limitation, those referred to on Schedule I hereto;

(l) all goodwill of the business connected with the use of, and symbolized by, each internet domain name and material Software; and

(m) all Proceeds of the foregoing.

SECTION 3. FIRST LIEN PLEDGE AND SECURITY AGREEMENT

3.1 The security interest granted pursuant to this Second Lien Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the First Lien Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Second Lien Pledge and Security Agreement, the terms, provisions and conditions of which are incorporated by reference herein as if fully set forth herein.

SECTION 4. GOVERNING LAW

4.1 THIS SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT AND ALL MATTERS ARISING OUT OF OR RELATING TO THIS SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT AND ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. INTERCREDITOR AGREEMENT

5.1 Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Liens and Security Interests granted to the Agent, for the benefit of the Secured Parties, pursuant to this Agreement, and the exercise of any right or remedy by the Agent and the other Secured Parties hereunder, are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the provisions of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

* * *

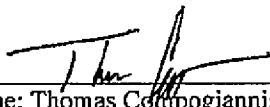
[Signatures Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Second Lien Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

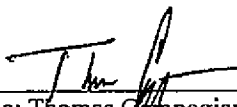
Very truly yours,

GRANTORS:

WASHINGTON INVENTORY SERVICE

By: 
Name: Thomas Compogiannis
Title: Chief Financial Officer and Secretary

WIS INTERNATIONAL, INC.


By: 
Name: Thomas Compogiannis
Title: Chief Financial Officer and Secretary

[Signature Page to 2nd Lien IP Security Agreement]

TRADEMARK
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ACCEPTED AND AGREED
as of the date first written above:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: Kevin Marchetti
Title: Duly Authorized Signatory

[Signature Page to 2nd Lien IP Security Agreement]

TRADEMARK
REEL: 004938 FRAME: 0814

**SCHEDULE
TO
SECOND LIEN INTELLECTUAL PROPERTY SECURITY
AGREEMENT**

INTELLECTUAL PROPERTY

Copyrights: None.

Patents:

<i>Owner</i>	<i>Name</i>	<i>Patent / Application No. (Filing Date):</i>
Washington Inventory Service	“System and Method for Processor-Based Inventory Data Collection and Validation”	US App. No. 10/932,472 (Sept. 1, 2004)
Washington Inventory Service	“Software Application for Inventory Data Collection, Validation and Consolidation”	US App. No. 10/981,257 (Nov. 3, 2004)
Washington Inventory Service	“System and Method for Processor-Based Inventory Data Collection and Validation with Internal Integrated Scanner”	US App. No. 11/434,328 (May 15, 2006)
Washington Inventory Service	“System and Method for Assigning Plurality of Locations to Individuals and Routing Individuals to Locations”	US App. No. 11/090,084 (Mar. 25, 2005)
WIS International, Inc.	“Hand-held Data Collector with Removable Scanner”	Patent No. D646282; US App. No. 29/365,524 (Jul. 9, 2010)
WIS International, Inc.	“Hand-held Data Collector with Removable Scanner”	Patent No. D633501; US App. No. 29/365,528 (Jul. 9, 2010)
WIS International, Inc.	“Hand-held Data Collector with Detachable Scanner”	US App. No. 12/960,124 (Dec. 3, 2010)
WIS International, Inc.	“Combined Hand-held Data Collection Base and Detachable Scanner”	Patent No. D660297; US App. No. 29/382,946 (Jan. 10, 2011)

Trademarks:

<i>Owner</i>	<i>Trademark</i>	<i>Registration No.</i>
Washington Inventory Service	WIS (and design)	1,828,535 (US)
Washington Inventory Service	Washington Inventory Service	1,970,029 (Argentina)
Washington Inventory Service	Washington Inventory Service	1,979,030 (Argentina)
Washington Inventory Service	WIS	1,979,031 (Argentina)
Washington Inventory Service	WIS	2,003,529 (Argentina)
Washington Inventory Service	WIS International	App. No. 2094995 (Filing Date: Feb. 4, 2011) (India)
Washington Inventory Service	WIS Argentina	1979032 (Argentina)
Washington Inventory Service	WIS Argentina	1979032 (Argentina)

Domain Names:

INVENTORYAUDITORS.COM
INVENTORY-SERVICE.CA
SERVICEINVENTAIRE.CA
SERVICE-INVENTAIRE.CA
WESTERN-INVENTORY.CA
WIS.CA
WISAMERICA.COM
WISARGENTINA.COM
WISAUSTRALIA.COM
WISBRASIL.COM
WISBRAZIL.COM
WISCANADA.COM
WISCHILE.COM
WISCHINA.COM
WISDEUTSCHLAND.COM
WISENGLAND.COM
WISESPANNA.COM
WISFRANCE.COM
WISGERMANY.COM
WISHK.COM
WISHONGKONG.COM
WISINDIA.COM
WISINT.CA
WISINTERNATIONAL.CA

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WISINTERNATIONAL.COM
WISINTL.COM
WISIRELAND.COM
WISITALIA.COM
WISITALY.COM
WISJAPAN.COM
WISLAFRANCE.COM
WISLATINAMERICA.COM
WISMEXICO.BIZ
WISNORTHAMERICA.COM
WISPORTUGAL.COM
WISRUSSIA.COM
WISSCOTLAND.COM
WISSHENZHEN.COM
WISSOUTHAMERICA.COM
WISSPAIN.COM
WISUK.COM
WISUSA.COM

Software:

Inventory Tracking Software:

WIS400 Data Collector Operating System Software
WIS400 Data Collection Application Software
WIS500 Data Collection Application Software
WIS 500 Terminal Abstraction Layer Software
Automated Software Delivery System (ASDS) Software
Customer Custom Table Creation Software
Post-Inventory Data Processing Software
In-Store Inventory Software (NexGen or WIZARD)
Xenix PDS Software (Product Delivery System, Not Used)
Interactive Voice Response System Software
Automated Master File Processing System (AFPS)

Business Management Software:

Customer Analysis (CA) Software Module
Customizations to J.D. Edwards Accounting Software
Customizations to Software Plus Payroll & WR
Software Equipment Tracking Software (ETS)
Electronic Time Collection Software (ETC)
Automated Fee Calculation and Billing Software
Productivity & Performance Monitoring System (POMIL)
WISNET Inventory Scheduling System
CAWS (Customer Access to WISNET Scheduling)

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Customer Data Center Inventory Tracking System
Customer Data Center Flash Reporting System
Numerous Customer Lotus Notes Databases
Electronic Expense Reporting Software
Electronic Pay Change Software
Equipment Repair Tracking System
Pay for Performance (PFP) Salary Administration System
Back Office Browser (WISBOB) Reporting Tool
Customer Metrics Performance Measurement System
Route Pro Route Publication System
Merchandise Scheduling System
No Load Wizard Route Creation Tool

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