

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																
NATURE OF CONVEYANCE:	SECURITY INTEREST																
CONVEYING PARTY DATA																	
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CORRESPONDENCE DATA																	
Fax Number:	3128637806																
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>																	
Phone:	312-863-7198																
Email:	nancy.brougher@goldbergekohn.com																
Correspondent Name:	Nancy Brougher, Paralegal																

OP \$115.00 2281315

Address Line 1: Goldberg Kohn Ltd.
Address Line 2: 55 East Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 6030.063

NAME OF SUBMITTER: Nancy Brougher

Signature: /njb/

Date: 12/05/2013

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 4th day of December, 2013, by Kimmich Software Systems, Inc. ("Kimmich"), NetCentric Technology, LLC ("NetCentric") and Technology Associates International Corporation ("TAIC" together with Kimmich and NetCentric are each a "Grantor" and are collectively the "Grantors"), in favor of LBC Credit Partners III, L.P., as Administrative Agent for certain financial institutions ("Lenders") under the Credit Agreement (as defined below):

WITNESSETH

WHEREAS, certain Grantors, certain of their affiliates, Administrative Agent and Lenders are parties to a certain Credit Agreement dated as of the date hereof (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Vistrionix, LLC, an affiliate of Grantors, by Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith between Grantors, the Debtors party thereto, and Administrative Agent (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), each Grantor, along with each Debtor party thereto, has granted to Administrative Agent, for its benefit and the benefit of Lenders, a security interest in substantially all of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by such Grantor's Trademarks, and all products and proceeds thereof, to secure the payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Administrative Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Governing Law; Other Terms. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York (without regard to principles of conflicts of law or any other rule of law that would result in the application of the law of any jurisdiction other than the State of New York). This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement. This Agreement may be executed and delivered by telecopier or other electronic method of transmission with the same force and effect as if it were a manually executed and delivered counterpart.

[Signature page follows]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

GRANTORS:

KIMMICH SOFTWARE SYSTEMS, INC.

By: Deepak Hathiramani
Name: Deepak Hathiramani
Title: Chief Executive Officer

TECHNOLOGY ASSOCIATES INTERNATIONAL CORPORATION

By: Deepak Hathiramani
Name: Deepak Hathiramani
Title: Chief Executive Officer

NETCENTRIC TECHNOLOGY, LLC

By: Deepak Hathiramani
Name: Deepak Hathiramani
Title: Chief Executive Officer

Agreed and Accepted
As of the Date First Written Above

LBC CREDIT PARTNERS III, L.P.,
as Administrative Agent

By: 

Name: David Frainow

Title: Vice-President

SCHEDULE 1

TRADEMARK REGISTRATIONS

MARK	REGISTRATION NUMBER	REGIS. DATE	GRANTOR
KSSI	2281315	09/28/99	Kimmich Software Systems, Inc.
KSSI	2283098	10/05/99	Kimmich Software Systems, Inc.
NET-INSITE	3535543	11/18/08	NetCentric Technology, LLC
ONE CLEAR PICTURE	3559624	01/13/09	Technology Associates International Corporation