

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Avue Technologies Corporation

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Execution Date(s) August 23, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Technology Investment Capital Corp.

Internal

Address: Suite 255

Street Address: 8 Sound Shore Dr.

City: Greenwich

State: Connecticut

Country: USA Zip: 06830

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship Maryland
- Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Susan M. Freedman

Internal Address: Nixon Peabody LLP

Street Address: 901 4th Street, N.W.

City: Washington

State: D.C. Zip: 20004

Phone Number: (202) 585-8264

Fax Number: (202) 585-8080

Email Address: s.freedman@nixonpeabody.com

6. Total number of applications and registrations involved:

16

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$450.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 19-2380

Authorized User Name Nixon Peabody

9. Signature:

Susan M. Freedman
Signature

August 24, 2004
Date

Susan M. Freedman
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 10

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$415.00 192380 78224447

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations

Mark	Registration No.	Date of Issuance	Owner
Of, By and For Management	2415406	December 26, 2000	Avue Technologies Corporation
Salmon Design	2420880	January 16, 2001	Avue Technologies Corporation

U.S. Trademark Applications

Mark	Application No.	Owner
Avue Digital Services	78/224,447	Avue Technologies Corporation
Getting It Done	76/582,027	Avue Technologies Corporation
HR On Demand	76/581,875	Avue Technologies Corporation
On Demand HR	76/581,749	Avue Technologies Corporation
Avue	76/589,828	Avue Technologies Corporation
Avue Enterprise Direct	76/595,246	Avue Technologies Corporation
Joe Avue	76/595,247	Avue Technologies Corporation
Avue Workforce Services	76/596,101	Avue Technologies Corporation
Avue Navigator	76/596,321	Avue Technologies Corporation
Avue Atlas	76/602,616	Avue Technologies Corporation
Accreditchek	76/602,614	Avue Technologies Corporation
Accredicheck	76/602,617	Avue Technologies Corporation
Backchk	76/602,613	Avue Technologies Corporation

Extreme HR & Design	76/604,624	Avue Technologies Corporation
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Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT, dated as of August 23, 2004, by AVUE TECHNOLOGIES CORPORATION, a Delaware corporation (the "Grantor") in favor of TECHNOLOGY INVESTMENT CAPITAL CORP., a Maryland corporation, as secured party (the "Purchaser").

WITNESSETH:

WHEREAS, pursuant to that certain Note and Warrant Purchase Agreement dated as of August 23, 2004 (including all exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Purchase Agreement") by and between Avue Technologies Corporation (the "Company") and the Purchaser, the Purchaser is purchasing or has purchased certain Notes issued by the Company; and

WHEREAS, pursuant to the Purchase Agreement, the Purchaser and the Company are executing or have executed that certain Pledge and Security Agreement dated as of August 23, 2004 (including all exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to the Purchaser this Trademark Security Agreement;

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

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Purchase Agreement.

2. Grant of Security Interest in Trademark Collateral. Grantor hereby grants to the Purchaser a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Collateral"):

(a) all of its Trademarks, Trademark registrations and Trademark applications to which it is or shall be a party, including, without limitation, the Trademarks, Trademark registrations, and Trademark applications referred to in Schedule I annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration or Trademark application;

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

(c) all products and proceeds of the foregoing, including, without limitation, all claims by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule I annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in

Schedule I, or (ii) injury to the goodwill associated with any Trademark or Trademark registration.

3. Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Purchaser pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Purchaser 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 incorporated by reference herein as if fully set forth herein.

4. Further Acts. On a continuing basis, Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be reasonably requested by Purchaser to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Grantor's compliance with this Agreement or to enable Purchaser to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the United States Patent and Trademark Office or any applicable state office. Purchaser may record this Agreement, an abstract thereof, or any other document describing Purchaser's interest in the Collateral with the United States Patent and Trademark Office, at the expense of Grantor. In addition, Grantor authorizes Purchaser to file financing statements describing the Collateral in any Uniform Commercial Code filing office deemed appropriate by Purchaser. If Grantor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, Grantor shall immediately notify Purchaser in a writing signed by Grantor of the brief details thereof and grant to the Purchaser in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance reasonably satisfactory to the Purchaser.

5. Authorization to Supplement. Grantor shall give Purchaser prompt notice of any additional United States trademarks or applications therefor after the date hereof. Grantor authorizes Purchaser unilaterally to modify this Agreement by amending Schedule I hereto to include any future United States trademarks or applications therefor of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I hereto shall in any way affect, invalidate or detract from Purchaser's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Grantor, Purchaser and their respective successors and assigns. Grantor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Purchase Agreement.

7. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York, except as required by mandatory provisions of law or to the extent the perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than the State of New York.

8. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

9. Termination. Upon payment and performance in full of all Obligations, and the expiration or termination of all obligations of the Purchaser to purchase additional Notes, the security interests created by this Agreement shall terminate and Purchaser (at Grantor's expense) shall promptly execute and deliver to Grantor such documents and instruments reasonably requested by Grantor as shall be necessary to evidence termination of all such security interests given by Grantor to Purchaser hereunder, including cancellation of this Agreement by written notice from Purchaser to the United States Patent and Trademark Office.

10. No Inconsistent Requirements. Grantor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Grantor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

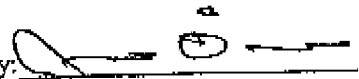
11. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

12. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Purchase Agreement.

[signatures on next page]

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

AVUE TECHNOLOGIES CORPORATION

By: 
Name: James D. Miller
Title: Co-CEO

ACCEPTED AND ACKNOWLEDGED BY:
TECHNOLOGY INVESTMENT CAPITAL CORP.

By: _____
Name: Saul B. Rosenthal
Title: Chief Operating Officer

Aug 23 2004 15:15

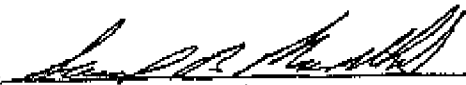
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AVUE TECHNOLOGIES CORPORATION

By: _____
Name:
Title:

ACCEPTED AND ACKNOWLEDGED BY:
TECHNOLOGY INVESTMENT CAPITAL CORP.

By: 
Name: Saul B. Rosenthal
Title: Chief Operating Officer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations

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