

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office
Attorney Docket No.: 034121-11

TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Whittmanhart, Inc.

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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Execution Date: March 23, 2005

2. Name and address of receiving party(ies)

Additional name(s) & address(es) attached? Yes No

Name: Technology Investment Capital Corp.

Internal Address: Suite 255

Street Address: 8 Sound Shore Drive

City: Greenwich State: Connecticut Zip: 06830

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

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):

A. Trademark Application No.(s)

See Attached

B. Trademark Registration No.(s)

See Attached

Additional sheet(s) attached Yes No

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

Name: Susan M. Freedman, Esq.

Firm: Nixon Peabody LLP

Internal Address: Suite 900

Street Address: 401 9th Street, N.W.

City: Washington State: D.C. Zip: 20004-2128

Phone Number: (202) 585-8264

Fax Number: (202) 585-8080

Email Address: sfreedman@nixonpeabody.com

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41) \$180.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 19-2380

Authorized User Name: Nixon Peabody LLP

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing is true and correct and any attached copy is a true copy of the original document.

Susan M. Freedman, Esq.

Name of Person Signing

Signature

March 23, 2005

Date

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 2213-1420

W644073-1
700164644

TRADEMARK
REEL: 003074 FRAME: 0212

GH \$180.00 192380 76622370

U.S. Trademark Registrations

Mark	Registration No.	Date of Registration	Owner
FORM + FUNCTION	2,691,591	February 25, 2003	WHITTMANHART, Inc.
WHITTMANHART	2,855,730	June 22, 2004	WHITTMANHART, Inc.
VISION ACCELERATOR	2,809,169	January 27, 2004	WHITTMANHART, Inc.
POWERSEND	2,426,411	February 6, 2001	WHITTMANHART, Inc.
UAC	2,248,897	June 1, 1999	WHITTMANHART, Inc.
SA SCHEYER- AUSTIN LTD.	2,270,253	August 17, 1999	WHITTMANHART, Inc.
SCHEYER-AUSTIN	2,248,899	June 1, 1999	WHITTMANHART, Inc.

U.S. Trademark Applications

Mark	Application No.	Owner
THE RESULT OF POSSIBILITY	76/522,370	WHITTMANHART, Inc.

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 23 2005, by WHITTMANHART, INC., a Delaware corporation ("Grantor"), in favor of TECHNOLOGY INVESTMENT CAPITAL CORP., a Maryland corporation, as secured party (the "Secured Party").

WITNESSETH:

WHEREAS, pursuant to that certain Note and Warrant Purchase Agreement of even date herewith (including all exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Purchase Agreement") by and between Grantor and the Secured Party, the Secured Party is purchasing or has purchased certain Notes issued by the Company; and

WHEREAS, pursuant to the Purchase Agreement, the Secured Party, the Company and certain other parties are executing or have executed that certain Pledge and Security Agreement of even date herewith (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 Secured Party 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 Secured Party 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 renewals 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 the Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party 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 the Secured Party 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 the Secured Party 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. The Secured Party may record this Agreement, an abstract thereof, or any other document describing the Secured Party's interest in the Collateral with the United States Patent and Trademark Office, at the expense of Grantor. In addition, Grantor authorizes the Secured Party to file financing statements describing the Collateral in any Uniform Commercial Code filing office deemed appropriate by the Secured Party. If the Grantor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Grantor shall promptly notify the Secured Party in a writing signed by the Grantor of the brief details thereof and grant to the Secured Party 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 Secured Party.

5. Authorization to Supplement. Grantor shall give the Secured Party prompt notice of any additional Trademarks or Trademark applications after the date hereof. Grantor authorizes the Secured Party 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 the Secured Party'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, the Secured Party 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. Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and the Secured Party (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 the Secured Party hereunder, including cancellation of this Agreement by written notice from the Secured Party to the United States Patent and Trademark Office.

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

9. 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.

[Signature page follows]

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.

WHITTMANHART, INC.

By: _____

Name:

Robert F. Bernard

Title:

President and CEO

ACCEPTED AND ACKNOWLEDGED BY:

TECHNOLOGY INVESTMENT CAPITAL CORP.

By: _____

Name: Saul B. Rosenthal

Title: President

Mar 22 2005 10:32


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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.

WHITTMANHART, INC

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:
TECHNOLOGY INVESTMENT CAPITAL CORP.

By:  _____
Name: Saul B. Rosenthal
Title: President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

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