

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
SER Solutions, Inc.		08/30/2007	CORPORATION: VIRGINIA

RECEIVING PARTY DATA

Name:	Atalaya Administrative LLC
Street Address:	590 Madison Avenue
Internal Address:	28th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	77092125	ADAPT. CHANGE. EVOLVE.
Serial Number:	77201497	ENSERCLE
Serial Number:	77141003	POWERED BY SER
Serial Number:	77140997	POWERED BY SER SOLUTIONS
Serial Number:	77096121	SER ADAPT. CHANGE. EVOLVE.
Serial Number:	77096175	SER ADAPT. CHANGE. EVOLVE.
Serial Number:	77138870	SER
Serial Number:	77138883	SER
Serial Number:	77138928	SER SOLUTIONS
Serial Number:	77096129	SER SOLUTIONS ADAPT. CHANGE. EVOLVE.
Serial Number:	77155605	SERTAINTY
Serial Number:	77021042	STRATEGIC COMMUNICATION SYSTEMS

CORRESPONDENCE DATA

900089666

**TRADEMARK
 REEL: 003642 FRAME: 0349**

CH \$315.00 77092125

Fax Number: (202)551-0214
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-551-1814
Email: johnretsos@paulhastings.com
Correspondent Name: John K. Retsos
Address Line 1: 875 15th Street N.W.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:	John K. Retsos
Signature:	/s/ John K. Retsos
Date:	10/18/2007

Total Attachments: 8

source=First Amendment to TM Agreement#page1.tif
source=First Amendment to TM Agreement#page2.tif
source=First Amendment to TM Agreement#page3.tif
source=First Amendment to TM Agreement#page4.tif
source=First Amendment to TM Agreement#page5.tif
source=First Amendment to TM Agreement#page6.tif
source=First Amendment to TM Agreement#page7.tif
source=First Amendment to TM Agreement#page8.tif

**FIRST AMENDMENT TO
TRADEMARK SECURITY AGREEMENT**

This FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT, dated as of this 30th day of August, 2007 (this "Amendment"), is entered into pursuant to Section 5 of that certain Trademark Security Agreement, dated as of February 27, 2006 (the "Trademark Security Agreement"), by and between SER SOLUTIONS, INC., a Virginia corporation ("Grantor"), in favor of ATALAYA ADMINISTRATIVE LLC, a Delaware limited liability company (as successor administrative agent to Magnetar Financial LLC), as administrative agent for the Lender Group (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, Grantor and Agent are parties to the Trademark Security Agreement submitted for recordation with the United States Patent and Trademark Office on February 27, 2006, and recorded on reel number 3254, frame 0966 of the records of that office (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"); and

WHEREAS, Grantor and Agent wish to amend the Trademark Security Agreement by adding certain Trademarks to the Trademark Collateral;

NOW, THEREFORE, in consideration of the promises and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Agent hereby agree to amend the Trademark Security Agreement as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement, or in the Security Agreement or Credit Agreement referenced therein, as applicable.

2. Addition of Trademark Collateral. Grantor and Agent hereby agree that the Trademarks listed on Attachment A hereto shall be and become part of the Trademark Collateral referred to in the Trademark Security Agreement and listed on Schedule 1 thereto, and shall secure the payment and performance of all of the Secured Obligations, whether now existing or arising hereafter.

3. Reaffirmation; Grant of Security Interest. Grantor hereby:

(a) reaffirms all prior grants of security interests in favor of Agent, for the benefit of the Lender Group, in all of Grantor's right, title and interest in, to and under the Trademark Collateral identified on Schedule 1 to the Trademark Security Agreement prior to the effectiveness of this Amendment;

(b) grants to Agent, for the benefit of the Lender Group, a continuing first priority (subject to Permitted Liens) 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: (i) all of

Grantor's Trademarks identified in Attachment A hereto; (ii) all reissues, continuations, restorations, reversions, renewals or extensions of the foregoing; and (iii) all products and proceeds of such Trademarks, including any claim by Grantor against third parties for past, present or future infringement or dilution of such Trademarks; and

(c) agrees that the Trademark Security Agreement, as amended hereby, is and shall remain in full force and effect.

4. Choice of Law. This Amendment shall be governed by, and construed and enforced in accordance with the laws of the State of New York.

5. Counterparts; Execution. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same agreement.

6. Loan Document. This Amendment is a Loan Document.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first set forth above.

SER SOLUTIONS, INC., a Virginia corporation

By: [Signature]

Name: FODD BESIEN

Title: Consul + Asst. Secretary

ATALAYA ADMINISTRATIVE LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first set forth above.

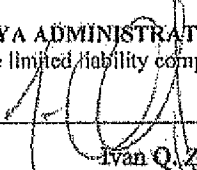
SER SOLUTIONS, INC., a Virginia corporation

By: _____

Name: _____

Title: _____

ATALAYA ADMINISTRATIVE LLC, a Delaware limited liability company

By:  _____

Name: Ivan Q. Zinn
Authorized Signatory

Title: _____

FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

ATTACHMENT A
FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARKS AND APPLICATIONS

Title	Registration No.	Filing Date
ADAPT CHANGE EVOLVE	77092125	January 26, 2007
ENSERCLE	77201497	June 8, 2007
POWERED BY SER SOLUTIONS	77141003	March 27, 2007
POWERED BY SER SOLUTIONS AND DESIGN	77140997	March 27, 2007
SER ADAPT. CHANGE. EVOLVE.	77096121	January 18, 2007
SER (logo) ADAPT. CHANGE. EVOLVE.	77096175	January 18, 2007
SER	77138870	March 23, 2007
SER & Design	77138883	March 23, 2007
SER Solutions	77138928	March 23, 2007
SER SOLUTIONS ADAPT. CHANGE. EVOLVE.	77096129	January 31, 2007
SERTAINTY	77155605	April 21, 2007
STRATEGIC COMMUNICATIONS SYSTEM	77021042	August 7, 2007

EUROPEAN TRADEMARKS AND APPLICATIONS – COUNTRY FILINGS

Trademark	Jurisdiction	Application Date	Application No.	Priority	Registration Date	Registration No.
(Device only) Single Swoosh	CTM	1/4/1999	1042621		2/6/2001	104261
(Device)	Germany	12/22/1998	39873824.6/09		3/15/1999	39873824
ENCORE PLUS	CTM	1/21/2004	3599529	10/31/2003	4/8/2005	3599529

Trademark	Jurisdiction	Application Date	Application No.	Priority	Registration Date	Registration No.
Knowledge Service Provider	CTM	8/11/2000	1805514		7/7/2003	1805514
Knowledge the Fuel for Growth	CTM	4/12/2001	2174175		6/17/2002	2174175
KSP	CTM	8/11/2000	1805597		8/28/2002	1805597
KSP	Germany	8/11/2000	30059938.2/38		1/8/2001	30059938
K2E	CTM	12/20/2001	2510352		9/30/2003	2510352
K2S	CTM	12/20/2001	2510378		7/10/2003	2510378
SER	Austria	5/28/1998	AM 5308/2006	5/28/1998	1/15/2007	236130
SER	Benelux		Converted from CTM	5/28/1998		
SER	Cyprus		Converted from CTM	5/28/1998		
SER	Czech Republic	1/29/1999	439746	5/28/1998	12/11/2006	286,054
SER & DESIGN	Czech Republic	1/29/1999	439746	5/28/1998	12/11/2006	286,055
SER	Denmark		Converted from CTM	5/28/1998		
SER	Estonia		Converted from CTM	5/28/1998		
SER & DESIGN	Finland	3/30/2007	Converted from CTM	5/28/1998		239091
SER	France		Converted from CTM	5/28/1998	3/30/2007	06 3 457 897
SER & DESIGN	France		Converted from CTM	5/28/1998	3/30/2007	06 3 457 898
SER	Germany	4/20/1993	S 56450/9Wz		1/11/1994	2053936
SER and logo	Germany	5/28/1998	30646095.5/42	5/28/1998	2/22/2007	30646095
SER	Greece	6/26/2006	420/06	5/28/1998		
SER	Hungary		Converted from CTM	5/28/1998		

Trademark	Jurisdiction	Application Date	Application No.	Priority	Registration Date	Registration No.
SER	Ireland		Converted from CTM	5/28/1998	3/27/2007	234895
SER	Italy		Converted from CTM	5/28/1998		
SER	Latvia		Converted from CTM	5/28/1998		
SER	Lithuania		Converted from CTM	5/28/1998		
SER	Malta		Converted from CTM	5/28/1998		
SER	Poland		Converted from CTM	5/28/1998		
SER	Portugal		Converted from CTM	5/28/1998		
SER	Slovakia		Converted from CTM	5/28/1998		
SER	Slovenia	05/01/2004	Z-200671262	5/28/1998		200671262
SER & LOGO	Slovenia	05/01/2004		5/28/1998		200671254
SER	Sweden		Converted from CTM	5/28/1998		
SER	United Kingdom		Converted from CTM	5/28/1998	3/23/2007	2433655
SER & DESIGN	United Kingdom		Converted from CTM	5/28/1998	3/30/2007	2433656
SER (&device)	Benelux		Converted from CTM	1/20/1999		
SER (&device)	Cyprus		Converted from CTM	1/20/1999		
SER (&device)	Czech Republic		Converted from CTM	1/20/1999		
SER (&device)	Denmark		Converted from CTM	1/20/1999		
SER (&device)	Estonia		Converted from CTM	1/20/1999		

LEGAL_US_W # 56971810.1

TRADEMARK
REEL: 003642 FRAME: 0357

Trademark	Jurisdiction	Application Date	Application No.	Priority	Registration Date	Registration No.
SER (&device)	Finland		Converted from CTM	1/20/1999		
SER (&device)	France		Converted from CTM	1/20/1999		
SER (&device)	Germany	12/22/1998	39873823.8/09		3/15/1999	39873823
SER (&device)	Germany		Converted from CTM	1/20/1999		

LEGAL_US_W # 56971810.1