

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
Data Based Systems International, LLC		07/26/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Toronto Dominion (Texas) LLC
Street Address:	c/o The Toronto Dominion Bank, 77 King Street West
Internal Address:	Royal Trust Tower, 18th Floor, Attn: Edward Lo
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5K 1A2
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3860440	XAND
Registration Number:	3860441	XAND
Registration Number:	3860442	XAND
Registration Number:	3860444	XAND
Registration Number:	3863434	ADAPTIVE ESTRICTURE
Registration Number:	4086323	DBSI
Registration Number:	4086324	DBSI
Registration Number:	2574147	APPS-ON-TAP

CORRESPONDENCE DATA

Fax Number: 4045818330
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 404-581-8275

OP \$215.00 3860440

Email: srbrown@jonesday.com
Correspondent Name: Sidney R. Brown, Jones Day
Address Line 1: 1420 Peachtree Street, NE
Address Line 2: Suite 800
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 927268-605010

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Sidney R. Brown

Signature: /Sidney R. Brown/

Date: 07/27/2012

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT
(Data Based Systems International, LLC)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between DATA BASED SYSTEMS INTERNATIONAL, LLC, a Delaware limited liability company (the "Grantor"), and TORONTO DOMINION (TEXAS) LLC (the "Administrative Agent"), acting in its capacity as Administrative Agent pursuant to that certain Amended and Restated Loan Agreement dated as of July 26, 2012 (as the same may be further amended, restated, modified or supplemented from time to time, the "Loan Agreement") by and among Xand Operations, LLC (the "Borrower"), Xand Intermediate Holdings, LLC, as the Parent, the Lenders party thereto and the Administrative Agent.

RECITALS:

A. The Grantor and Access Northeast, Inc., Access Northeast Connecticut, Inc., VFGroup, LLC and Omega Assets, LLC, and the Administrative Agent on behalf of the Secured Parties have entered into that certain Amended and Restated Subsidiary Security Agreement, dated as of July 26, 2012 (as the same may be further amended, restated, modified, or supplemented from time to time, the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).

B. Pursuant to the terms of the Security Agreement, the Grantor has granted to the Administrative Agent on behalf of the Secured Parties a Lien and security interest in all General Intangibles of the Grantor, including, without limitation, all of the Grantor's right, title, and interest in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by the Grantor's trademarks, and trademark licenses, and all products and Proceeds thereof, to secure the payment of the Obligations (as defined in the Loan Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent on behalf of the Secured Parties a Lien and continuing security interest in all of the Grantor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each trademark, trademark registration ("Trademark Registration") and trademark application ("Trademark Application"), including, without limitation, each Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby (but excluding United States intent-to-use trademark applications to the extent that and solely during the period in which a grant of a security interest will render such trademark invalid under Applicable Laws in the United States);

(2) each trademark license; and

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

The Lien and security interest contained in this Agreement is granted in conjunction with the Security Interest granted to the Administrative Agent on behalf of the Secured Parties pursuant to the Security Agreement.

The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent on behalf of the Secured Parties with respect to the liens and security interests in the Trademark 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. To the extent there are any inconsistencies between this Agreement and the Security Agreement, the Security Agreement shall govern.

Upon the payment in full of the Secured Obligations and cancellation of the Commitments under the Loan Agreement, the Lien and security interest granted hereunder shall automatically terminate and the Agent shall promptly take any actions reasonably necessary to terminate and release the Lien and security interest in the Trademark Collateral, including by filing releases of such Lien and security interest in the United States Patent and Trademark Office, and if applicable, other similar offices and agencies of other countries.

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IN WITNESS WHEREOF, each of the Grantor and the Administrative Agent has caused this Agreement to be duly executed by its duly authorized representative as of the date first set forth above.

GRANTOR:

DATA BASED SYSTEMS
INTERNATIONAL, LLC,
a Delaware limited liability company


By: 

Name: David F. Strwas
Title: Chief Executive Officer

[XAND (DBSI) -TRADEMARK SECURITY AGREEMENT]

ADMINISTRATIVE AGENT:

TORONTO DOMINION (TEXAS) LLC, as
Administrative Agent

By: 
Name: _____
Title: DEBBIL BRITO
AUTHORIZED SIGNATORY

[XAND (DBSI) - TRADEMARK SECURITY AGREEMENT]

**Schedule 1
to
Trademark Security Agreement**

Mark	Registration No.	Registration Date	Serial No.	Application Date
XAND	3,860,440	10/12/2010	77,951,042	3/4/2010
XAND	3,860,441	10/12/2010	77,951,046	3/4/2010
XAND	3,860,442	10/12/2010	77,951,050	3/4/2010
XAND	3,860,444	10/12/2010	77,951,065	3/4/2010
ADAPTIVE ESTRUCTURE	3,863,434	10/19/2010	77,951,081	3/4/2010
DBSi logo ¹	4,086,323	1/17/2012	85,174,735	11/11/2010
DBSi ²	4,086,324	1/17/2012	85,174,801	11/11/2010
Apps-on-Tap	2,574,147	5/28/2002	75,686,887	4/20/1999

¹ DBSi logo was registered under the incorrect company name of DBSi, Inc. DBSi in the process of correcting.

² DBSi was registered under the incorrect company name of DBSi, Inc. DBSi in the process of correcting.