

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SETA Corporation		01/05/2005	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	WACHOVIA BANK, NATIONAL ASSOCIATION		
Street Address:	201 South College Street		
Internal Address:	CP-8		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28288-0680		
Entity Type:	as Administrative Agent:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78505346	S SETA	
Serial Number:	78500337	SETA	
CORRESPONDENCE DATA			
Fax Number:	(704)353-3692		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	704.331.7400		
Email:	doCKET@KENNEDYCOVINGTON.COM		
Correspondent Name:	Karl S. Sawyer, Jr.		
Address Line 1:	214 North Tryon Street		
Address Line 2:	Hearst Tower, 47th Floor		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
NAME OF SUBMITTER:	Karl S. Sawyer, Jr.		
Signature:	/karl s. sawyer/		

OP \$65.00 78505346

Date:

01/12/2005

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of January 5, 2005 by and among SETA Corporation, a Virginia corporation (the "Grantor"), having its chief executive office at 6862 Elm Street, Sixth Floor, McLean, Virginia 22101, and WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "Administrative Agent"), with offices at 201 South College Street, CP-8, Charlotte, North Carolina 28288-0680 for the ratable benefit of the banks and other financial institutions (the "Lenders") from time to time parties to the Amended and Restated Credit Agreement, dated as of January 5, 2005 (as amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and among Apptis (DE), Inc. (formerly known as Intellisys Technology Corp., a Delaware corporation, the "Borrower"), Apptis Holdings, Inc. (formerly known as ITC Holdings Inc., a Delaware corporation, "Holdings"), the lenders who are or may become a party to this Agreement (collectively, the "Lenders"), and the Administrative Agent.

This Agreement is executed pursuant to the terms of a Collateral Agreement dated as of February 13, 2004 by and among the Borrower, Holdings, certain Subsidiaries of Holdings and the Borrower, and the Administrative Agent (as amended, restated, supplemented or otherwise modified, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants and pledges to the Administrative Agent, a security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Grantor, including, without limitation, each Trademark, Trademark registration and Trademark application described on Schedule A;

(ii) each Trademark License, including, without limitation, each Trademark License described on Schedule B;

(iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark or Trademark registration, including, without limitation, any Trademark or Trademark registration described on Schedule A or, to the extent Grantor has such rights, under any Trademark licensed under any Trademark License, including, without limitation, any Trademark License described on Schedule B, (b) injury to the goodwill associated with any Trademark, Trademark registration or, to the extent Grantor has such rights, Trademark License or (c) breach or enforcement of any Trademark License; and

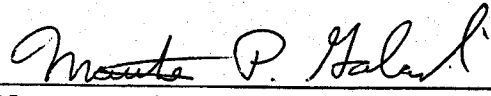
(iv) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

SETA Corporation, as Grantor

By: 
Name: Matthew P. Galaski
Title: Chief Financial Officer and Treasurer

[SIGNATURE PAGES CONTINUE]

ACKNOWLEDGMENT

Commonwealth
~~STATE OF~~ Virginia
COUNTY OF Fairfax

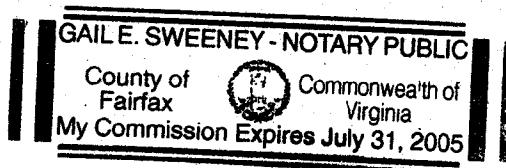
I, Gail E. Sweeney, a Notary Public for said County and State, do hereby certify that Natthew P. Galaski personally appeared before me this day and stated that (s)he is CFO/Treasurer of SETA Corporation and acknowledged, on behalf of _____ the due execution of the foregoing instrument.

Witness my hand and official seal, this 5th day of January, 2005.

Gail E. Sweeney
Notary Public

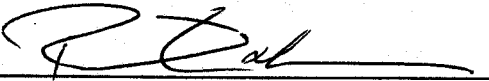
My commission expires:

July 31, 2005



Agreed and Accepted:

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Richard L. Nelson
Title: Vice President

Schedule A to Trademark Security Agreement

TRADEMARK APPLICATIONS

Owner	Serial Number	File Date
SETA Corporation	78/505,346	October 25, 2004
SETA Corporation	78/500,337	October 15, 2004

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None.