

**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
enherent Corp.		04/01/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Ableco Finance LLC, as collateral agent
Street Address:	299 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10171
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2301765	TEST LAB 2000
Registration Number:	2291348	PRT
Registration Number:	2241141	PRT
Registration Number:	2224660	PRT
Registration Number:	2202217	PRT
Registration Number:	2353962	PRT
Registration Number:	2579578	ENHERENT
Registration Number:	2685242	EXCELERATOR
Registration Number:	2509415	E ENHERENT
Registration Number:	1789741	DYNAX

CORRESPONDENCE DATA	
Fax Number:	(212)593-5955
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(212) 756-2388

CH \$265.00 2301765

Email: daniel.angel@srz.com  
Correspondent Name: Daniel Angel, Esq.  
Address Line 1: Schulte Roth & Zabel LLP  
Address Line 2: 919 Third Avenue  
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Daniel Angel (014951/0142)
Signature:	/beb for da/
Date:	04/07/2005

**Total Attachments: 4**

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ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, enherent Corp. (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Security Agreement, dated as of April 1, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of Ableco Finance LLC, as collateral agent for certain lenders (in such capacity, together with any successors and assigns, the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Agent and the Lender (as such terms are defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Agent and the Lender (as such terms are defined in the Security Agreement) a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of April 1, 2005.

ENHERENT CORP.

By: \_\_\_\_\_

Name: *Patricia Frederice*

Title: *President - CEO*

Assignment for Security Trademarks

**TRADEMARK**  
**REEL: 003061 FRAME: 0484**

STATE OF New York  
COUNTY OF Westchester ss.:

On this 28 day of March, 2005 before me personally came Parody Frederic, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the President of entert Corp, a Delaware Corp, and that s/he executed the foregoing instrument in the firm name of entert Corp, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Patricia Lacey  
NOTARY

PATRICIA LACEY  
Notary Public, State of New York  
No. 01LA6113526  
Qualified in Westchester County  
Commission Expires August 2, 2008

Assignment for Security Trademarks

TRADEMARK  
REEL: 003061 FRAME: 0485

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

Trademarks and Trademark Applications  
Owned by inherent Corp.

**Parent:**

US Registration No. 2,301,765	TEST LAB 2000 (SM)
US Registration No. 2,291,348	PRT
US Registration No. 2,241,141	PRT & DESIGN
US Registration No. 2,224,660	PRT
US Registration No. 2,202,217	PRT & DESIGN (SM)
US Registration No. 2,353,962	PRT (SYLIZED)
US Registration No. 2,579,578	ENHERENT (SM)
US Registration No. 2,685,242	EXCELERATOR (SM)
US Registration No. 2,509,415	ENHERENT & DESIGN (SM)

Parent has notified its attorney to abandon all PRT and PRT Design trademarks or service marks since Parent can not support the use with a statement of use.

"enherent" and "enherent & design" are the only two active trademarks.

**Dynax:**

US Registration No. 1,789,741	DYNAX(SM)
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Schedule 1A