Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT**

NATURE OF CONVEYANCE: Trademark Collateral Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Netversant Solutions, Inc.		04/20/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Patriarch Partners Agency Services, LLC
Street Address:	112 South Tryon Street
Internal Address:	Ste 700
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28284
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark	
Serial Number:	75895655	NETVERSANT SOLUTIONS	
Serial Number:	76166408	NET VERIFIED	
Serial Number:	75895756	NETVERSANT	

CORRESPONDENCE DATA

Fax Number: (202)728-0744

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2027216405

Email: christine.wilson@t-t.com Correspondent Name: Thomson & Thomson 1750 K Street, NW Address Line 1:

Address Line 2: Suite 200

Washington, DISTRICT OF COLUMBIA 20006 Address Line 4:

NAME OF SUBMITTER: **CHRISTINE WILSON** /CHRISTINE WILSON/ Signature: TRADEMARK

900025512 REEL: 003093 FRAME: 0570

Date:	05/27/2005
Total Attachments: 3	
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TRADEMARK COLLATERAL SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL SECURITY AGREEMENT (this "Assignment"), is made by and between NETVERSANT SOLUTIONS, INC., a Delaware corporation ("Grantor"), and PATRIARCH PARTNERS AGENCY SERVICES, LLC, a Delaware limited liability company, as agent (in such capacity, the "Agent") for itself and the Lenders referenced below.

WHEREAS, Grantor has adopted, used and is using, and is the sole owner of the marks set forth on Schedule 1 hereof (collectively, the "Marks");

WHEREAS, under the terms of, and as a condition precedent to the effectiveness of, that certain Secured Term Note, dated as of April 20, 2005, among Grantor, as borrower thereunder, and the financial institutions from time to time lenders thereunder (collectively, the "Lenders") (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") the Grantor entered into the Security Agreement dated as of even date therewith (the "Security Agreement");

WHEREAS, to secure the due and prompt payment and performance of the Obligations (as defined in the Security Agreement), Grantor pledged, assigned, hypothecated and transferred, and granted to the Agent, for itself and for the benefit of the Lenders, a continuing security interest in all of the Grantor's right, title and interest in certain collateral, including the Marks; and

WHEREAS, it is the purpose of this document to memorialize the aforementioned security interest in a form suitable for recordation in the United States Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective as of the date of the Credit Agreement set forth above, to secure the due and prompt payment and performance of the Obligations, Grantor hereby pledges, assigns, hypothecates and transfers, and grants to the Agent, for itself and for the benefit of the Lenders, a continuing security interest and lien in and to the Marks and all

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registrations and applications for registrations of the Marks, including the registrations and applications identified on Schedule 1, together with the goodwill of the business symbolized by the Marks and together with all of Grantor's right to sue and recover for infringement of the Marks, free and clear of all liens, claims, charges, security interests, and other interests or encumbrances.

IN WITNESS WHEREOF, this Assignment has been duly executed, sealed and delivered by an authorized officer of the Grantor.

NETVERSANT SOLUTIONS, INC.

Ву:	Rulds A. B. L.

Name: Ronald E. Hale, Jr.

Title: Vice President - Finance & Treasurer

		CARACTERIA CONTRACTOR
STATE OF TOUGS)	NICOLE ROBINSON NICOLE ROBINSON NOTARY PUBLIC, STATE OF TEXAS
\ {) ss.:	MY COMMISSION EXPINES OCT. 31, 2007
COUNTY OF HARRIS)	Encorporation of the second

On this the 18 day of 100, 2005, before me, personally appeared who, being by me duly sworn, did depose and say that she/he is the 11 literature of 110 lite

IN WITNESS WHEREOF, I hereunto set my hand.

Commissioner of Superior Court/Notary Public

My Commission Expires: 10/31/2007

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SCHEDULE 1

TO

TRADEMARK COLLATERAL SECURITY AGREEMENT

Trademarks/Trade Names

Trademark Name	Registration Number	Serial Number	Registration Date	Use Affidavit Due Date	Renewal Date
NetVersant	12,782,211	75,895,756	11/11/2003		

Applications

NetVersant Solutions Net Verified	75,895,655 76,166,408			
Trademark Name	Registration Serial Number Number	Registration	Declaration of Use Affidavit Due Date	Renewal Date

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RECORDED: 05/27/2005