

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
System Connection, Inc.		09/28/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as Agent		
Street Address:	30 South Wacker Drive		
Internal Address:	Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	limited liability company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2857038	SYSTEM CONNECTION	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7806		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher c/o Goldberg Kohn		
Address Line 1:	55 East Monroe Street		
Address Line 2:	Suite 3700		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Nancy Brougher		
Signature:	/njb/		
Date:	09/29/2005		

OP \$40.00 2857038

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 28, 2005, by SYSTEM CONNECTION, INC., a Delaware corporation ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, as a Lender and as agent for Lenders (as defined below) ("Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, certain affiliates of Grantor, Agent and the Persons signatory thereto from time to time as lenders ("Lenders") (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make the Loans and to issue Letters of Credit for the benefit of Grantor and certain of Grantor's affiliates;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor, together with certain of Grantor's affiliates, shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement");

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority 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 (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including, but not limited to, those Trademark Licenses which are material to the conduct of the business and the United States federally registered Trademarks referred to on Schedule I hereto;

- (b) all reissues, continuations or extensions of the foregoing; and
- (c) all products and proceeds of the foregoing.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SYSTEM CONNECTION, INC.

By Richard Mc Gail
Name Richard Mc Gail
Title President

ACCEPTED AND ACKNOWLEDGED BY:

**MADISON CAPITAL FUNDING LLC, as
Agent**

By _____
Name _____
Title _____


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SYSTEM CONNECTION, INC.

By _____
Name _____
Title _____

ACCEPTED AND ACKNOWLEDGED BY:

**MADISON CAPITAL FUNDING LLC, as
Agent**

By 
Name K. Thomas Klimmek
Title Managing Director

**SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
System Connection	2,857,038	June 22, 2004

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.