

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
IMRC, Inc.		03/10/2006	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Merrill Lynch PCG, Inc.		
Street Address:	4 World Financial Center		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10080		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2390201	INTELLIMARK	
Serial Number:	78791665	TECHNISOURCE	
Serial Number:	78797391	T	
Serial Number:	78797468	T TECHNISOURCE	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7496		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3128637194		
Email:	sonya.szot@goldbergkohn.com		
Correspondent Name:	Sonya Szot		
Address Line 1:	232 Haber Court		
Address Line 4:	Cary, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	5125.117		
NAME OF SUBMITTER:	Sonya Szot		

OP \$115.00 2390201

Signature:

/Sonya Szot/

Date:

03/15/2006

Total Attachments: 5

source=trademark#page1.tif

source=trademark#page2.tif

source=trademark#page3.tif

source=trademark#page4.tif

source=trademark#page5.tif

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Lenders pursuant to or in connection with this agreement or instrument and the exercise of any right or remedy by the Lenders hereunder are subject to the provisions of the Amended and Restated Intercreditor Agreement, dated as of March 10, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Merrill Lynch Capital, as First Lien Agent (or its successors and assigns in that capacity), the Lenders and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this agreement or instrument, the terms of the Intercreditor Agreement shall govern and control.

AMENDED AND RESTATED SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED SECOND LIEN TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 10 day of March 2006, by IMRC, INC., a Nevada corporation ("Grantor"), in favor of the Lenders party to the Credit Agreement (defined below) ("Lenders"):

WITNESSETH

WHEREAS, IntelliMark Holdings, Inc., a Delaware corporation ("Borrower") and Lenders are parties to a certain Amended and Restated Second Lien Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of a certain Amended and Restated Second Lien Master Security Agreement of even date herewith among Borrower, Lenders, Grantor and certain additional Subsidiaries of Borrower (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), which amends and restates the Second Lien Master Security Agreement dated December 2, 2005 among Borrower, Grantor, certain additional subsidiaries of Borrower and Merrill Lynch Capital, in its capacity as Second Lien Administrative Agent thereunder (the "Original Security Agreement"), Grantor has granted to Lenders a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of the Secured Obligations;

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

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby

incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement or, if not defined therein, the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to each Lender, individually, and hereby reaffirms its prior grant pursuant to the Security Agreement, its prior grant pursuant to the Original Security Agreement and its prior grant pursuant to the Original Trademark Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Amendment and Restatement. This Agreement shall constitute an amendment and restatement of the Original Trademark Security Agreement. Each Grantor hereby reaffirms the Liens arising under the Original Trademark Security Agreement, which Liens remain continuous and shall be governed by the terms of this Agreement from and following the date hereof.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

DMRC, INC.

By _____
Its _____

Agreed and Accepted
As of the Date First Written Above:

MERRILL LYNCH PCG, INC., as a Lender

By *Nancy J. [Signature]*
Its Vice President

~~By _____
Its _____~~

Signature page to Amended and Restated Second Lien Trademark Security Agreement (DMRC)

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>Serial No.</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
INTELLIMARK	75-384613	2390201	9/26/00

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>Serial No.</u>	<u>Application Filing Date</u>
TECHNISOURCE	78791665	1/13/06
STYLIZED "T"	78797391	1/23/06
STYLIZED "T" AND WORD "TECHNISOURCE"	78797468	1/23/06