

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Notice of Trademark Collateral Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RLISYS SOFTWARE SOLUTIONS, INC.		12/23/2004	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PATRIARCH PARTNERS AGENCY SERVICES, LLC		
<b>Street Address:</b>	227 West Trade Street, Suite 1400		
<b>Internal Address:</b>	C/O Patriarch Partners LLC		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28202		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2581795	CONNECTING CARE WITH REVENUE	
Registration Number:	2864336	RLISYS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)728-0744		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2027216405		
<b>Email:</b>	christine.wilson@thomson.com		
<b>Correspondent Name:</b>	Corporation Service Company		
<b>Address Line 1:</b>	80 State Street		
<b>Address Line 2:</b>	6th Floor		
<b>Address Line 4:</b>	Albany, NEW YORK 12207		
<b>NAME OF SUBMITTER:</b>	Christine Wilson		
<b>Signature:</b>	/CHRISTINE WILSON/		

CH \$65.00 2581795

Date:

04/18/2006

**Total Attachments: 3**

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**NOTICE OF TRADEMARK COLLATERAL SECURITY INTEREST**

**THIS NOTICE OF TRADEMARK COLLATERAL SECURITY INTEREST** (this "Notice"), is made by and between RLISYS SOFTWARE 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 financial institutions party to the U.S. Term Loan Agreement referenced below.

**WHEREAS**, Grantor is the owner of the marks set forth on Schedule 1 hereof (the "Marks");

**WHEREAS**, under the terms of that certain U.S. Term Loan Agreement, dated as of December 23, 2004, among Marchon Eyewear, Inc., Rothandberg Inc., Marchon Eyewear International, Inc. and Marchon International, Ltd., as Borrowers thereunder, OfficeMate Software Solutions, Inc., Delta Add-Power Systems, Inc., RLISYS Software Solutions, Inc., and R.B. Mexicc, Inc., as Guarantors thereunder, Zohar CDO 2003-1, Limited and Zohar II CDO 2004-1, Limited, as Lenders thereunder, and Patriarch Partners Agency Services, LLC, as agent thereunder (as amended, amended and restated, supplemented or otherwise modified from time to time, the "U.S. Term Loan Agreement"), the Grantor entered into the Intellectual Property Security Agreement 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 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;

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**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective as of the date of the U.S. Term Loan Agreement set forth above, to secure the due and prompt payment and performance of the Obligations, Grantor hereby confirms its pledge, assignment and grant to the Agent, for itself and for the benefit of the Lenders, of a continuing security interest and lien in and to the Marks and all 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.

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

RLISYS Software Solutions, Inc.

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

Name: Joseph Sherer

Title: Vice President

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SCHEDULE 1  
TO  
NOTICE OF TRADEMARK COLLATERAL SECURITY INTEREST

TRADEMARK	SERIAL NO. / REG. NO.	STATUS
CONNECTING CARE WITH REVENUE	76/257,279 2,581,795	Registered 6/18/2002
RLISYS	76/487,811 2,864,336	Registered 7/20/2004