

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
Visionary Integration Professionals, LLC		10/19/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	City National Bank		
Street Address:	150 California Street		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2687665	THE MATRIX METHODOLOGY	
Serial Number:	77016261	VIP	
Serial Number:	77016268	VIP	
Serial Number:	77020759	VISIONARY INTEGRATION PROFESSIONAL	
CORRESPONDENCE DATA			
Fax Number:	(310)282-2200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	dgrace@loeb.com		
Correspondent Name:	David W. Grace c/o Loeb & Loeb LLP		
Address Line 1:	10100 Santa Monica Boulevard		
Address Line 2:	Suite 2200		
Address Line 4:	Los Angeles, CALIFORNIA 90067-4120		
ATTORNEY DOCKET NUMBER:	014342-10102		
NAME OF SUBMITTER:	David W. Grace		

CH \$115.00 2687665

Signature:

/David W. Grace/

Date:

10/23/2006

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 19, 2006, by VISIONARY INTEGRATION PROFESSIONALS, LLC, a Delaware limited liability company (referred to as "Grantor"), in favor of CITY NATIONAL BANK, a national banking association (the "Bank").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of September 30, 2005, as amended and restated by that certain Amended and Restated Credit Agreement, dated as of December 2, 2005, as further amended by that certain First Amendment to Amended and Restated Credit Agreement, dated as of April 28, 2006, as further amended by that certain Second Amendment to Amended and Restated Credit Agreement, dated as of June 30, 2006, by and between Grantor and the Bank (such Credit Agreement, as so amended and restated and as it may hereafter be further amended, restated, supplemented or otherwise modified, being referred to herein as the "Credit Agreement"), the Bank has agreed to make the Loans to Grantor, subject to and in accordance with the terms and conditions of the Credit Agreement and the other Loan Documents; and

WHEREAS, concurrently herewith, Grantor and the Bank are entering into that certain Third Amendment to Amended and Restated Credit Agreement, dated as of October 19, 2006 (the "Third Amendment"); and

WHEREAS, it is a condition precedent to Bank's entry into the Third Amendment, that Grantor shall have executed and delivered to the Bank a Patent and Trademark Security Agreement, dated as of the date hereof, (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, collectively referred to as the "Grantor Security Agreement"); and

WHEREAS, pursuant to the Grantor Security Agreement, Grantor is required to execute and deliver this Trademark Security Agreement to the Bank.

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 shall have the meanings given to them in the Credit Agreement or the Grantor Security Agreement, as the case may be.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Bank 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 the trademarks referred to on Schedule I hereto and all registrations thereof;

(b) all applications for registration of any such Trademarks now or hereafter filed by Grantor, including those referred to on Schedule I hereto; and

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

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

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

[Remainder of Page Intentionally Left Blank]

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.

VISIONARY INTEGRATION PROFESSIONALS,
LLC, a Delaware limited liability company

By: Jenna Ward
Name: Jenna Ward
Title: President

ACCEPTED AND ACKNOWLEDGED BY:
CITY NATIONAL BANK, a national banking association


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.

VISIONARY INTEGRATION PROFESSIONALS,
LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:
CITY NATIONAL BANK, a national banking association

By: 
Name: Nanci Brusati Dias
Title: Senior Vice President

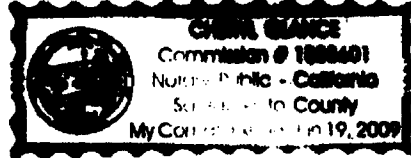
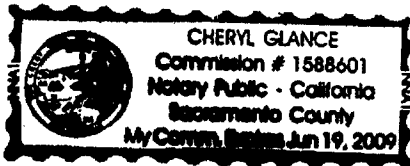
ACKNOWLEDGMENT OF GRANTOR

STATE OF California)
)ss.
COUNTY OF Sacramento)

On this ^{18th} day of October, 2006 before me personally appeared Jonna Anita Ward, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Visionary Integration Professionals LLC who being by me duly sworn did depose and say that such Person is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation authorized by its Board of Directors and that such Person acknowledged said instrument to, be the free act and deed of said corporation.

Cheryl Glance
Notary Public

{SEAL}



SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Registered Trademark:

THE MATRIX METHODOLOGY
Registration Number: 2,687,665
Registration Date: February 11, 2003

Trademark Applications:

VIP – words only
Application Number: 77/016261
Application Date: October 6, 2006

VIP – design
Application Number: 77/016268
Application Date: October 6, 2006

VISIONARY INTEGRATION PROFESSIONAL (Standard Characters)
Application Number: 77/020759
Application Date: October 13, 2006