

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

SUTHERLAND GLOBAL SERVICES INC.

- Individual(s)
- General Partnership
- Corporation- State: New York
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) 12/14/2006

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMORGAN CHASE BANK, N.A.

Internal Address: _____

Street Address: One Chase Square

City: Rochester

State: NY

Country: USA Zip: 14643

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

Citizenship _____
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

3125008

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Steven J. Moore

Internal Address: _____

Street Address: Kelley Drye & Warren LLP
400 Atlantic Street

City: Stamford

State: CT Zip: 06901

Phone Number: 203-351-8020

Fax Number: 203-327-2669

Email Address: smoore@kelleydrye.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 25

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

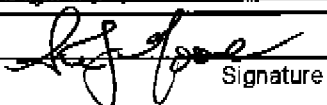
8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 11-0404

Authorized User Name Kelley Drye & Warren LLP

9. Signature:


Signature

December 20, 2006
Date

STEVEN J. MOORE, REG. NO. 35,959
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$40.00 110404 3125008

Execution Version**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT, dated as of December 14, 2006, between SUTHERLAND GLOBAL SERVICES INC., a New York corporation ("*Grantor*"), and JPMORGAN CHASE BANK, N.A., in its capacity as Collateral Agent ("*Agent*") for the Lenders Party to the Credit Agreement described below, as amended, restated, supplemented or otherwise modified from time to time, the "*Trademark Security Agreement*").

WITNESSETH:

WHEREAS, the Grantor, owns the Trademarks and applications for Trademarks listed on Schedule 1 annexed hereto;

WHEREAS, the Grantor and the Agent are parties to that certain Credit Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "*Credit Agreement*") by and among Grantor, the Lenders Party thereto from time to time and Agent;

WHEREAS, the Grantor has executed and delivered to the Agent a General Security Agreement dated as of even date herewith, (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "*Security Agreement*") pursuant to which the Grantor has granted Agent (in such capacity, "*Grantee*"), for itself and for the ratable benefit of Lenders, a continuing security interest in substantially all 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 proceeds thereof all to secure the payment and performance of the Obligations (as defined in the Security Agreement);

WHEREAS, as a condition precedent to the extension of credit under the Credit Agreement, Debtor is required to enter into this Trademark Security Agreement to, among other things, ratify the Debtor's grant to Agent, for itself and for the ratable benefit of Lenders, under the Security Agreement of a continuing security interest in the Trademark Collateral (as hereinafter defined) to secure the Obligations under the Credit Agreement;

WHEREAS, this Trademark Security Agreement is supplemental to the provisions contained in the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "*Trademark Collateral*"), whether presently existing or hereafter created or acquired:

(1) each Trademark and application for Trademark listed on Schedule I 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

(2) all products and proceeds of the foregoing, 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.

The security interest granted hereby is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Terms defined in the Security Agreement and not otherwise defined herein shall have the respective meanings provided for in the Security Agreement.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the 19 day of December 2006.

SUTHERLAND GLOBAL SERVICES INC.,
as Debtor

By: _____

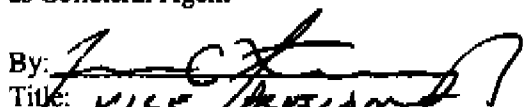
Title: _____

[Handwritten Signature]
SUTHERLAND GLOBAL SERVICES INC.

[Signature Page to Trademark Security Agreement]

Acknowledged:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: 
Title: Vice President

[Signature Page to Trademark Security Agreement]

ACKNOWLEDGMENT

STATE OF NY)
) ss.
COUNTY OF Cattaraugus)

On the 14 day of December, 2006 before me personally appeared Sutherland to me known, who being by me duly sworn, did depose and say that he/she is Secretary of Sutherland Global Services Inc., the corporation described in and which executed the foregoing instrument; that he/she signed his/her name thereto by order of the board of directors of said corporation.

Kimberly A. Cuzzetti
Notary Public

(Seal)

My commission expires: 2010

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On the _____ day of December, 2006 before me personally appeared _____ to me known, who being by me duly sworn, did depose and say that he/she is _____ of JPMorgan Chase Bank, N.A., as Collateral Agent, the corporation described in and which executed the foregoing instrument; that he/she signed his/her name thereto by order of the board of directors of said corporation.

Notary Public

(Seal)

My commission expires: _____

[Signature Page to Trademark Security Agreement]

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On the ____ day of December, 2006 before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she is _____ of Sutherland Global Services Inc., the corporation described in and which executed the foregoing instrument; that he/she signed his/her name thereto by order of the board of directors of said corporation.

Notary Public

{Seal}

My commission expires: _____

ACKNOWLEDGMENT

STATE OF New York)
) ss.
COUNTY OF Monroe)

On the 14th day of December, 2006 before me personally appeared Thomas C. Stassenburg to me known, who being by me duly sworn, did depose and say that he/she is Vice President of JPMorgan Chase Bank, N.A., as Collateral Agent, the corporation described in and which executed the foregoing instrument; that he/she signed his/her name thereto by order of the board of directors of said corporation.

PATRICIA S. CREGO
Notary Public in the State of New York
Monroe County
Commission Expires February 28, 2012

Patricia S. Crego
Notary Public

My commission expires: 2/28/2012

[Signature Page to Trademark Security Agreement]

Schedule 1
to Trademark
Security Agreement

TRADEMARKS

Service mark registered on August 1, 2006 for the name "Sutherland Global Services."

TRADEMARK APPLICATIONS

None.