

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
Hemscott, Inc.		12/14/2006	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, N.A., as administrative agent		
Street Address:	Sixth & Marquette		
Internal Address:	MAC N9305-072		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55479		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3087572	HEMSCOTT	
Registration Number:	3087570	HEMSCOTT	
CORRESPONDENCE DATA			
Fax Number:	(916)329-4900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	213-612-2020		
Email:	lpartmann@orrick.com, rgalvan@orrick.com		
Correspondent Name:	Ramon Galvan		
Address Line 1:	777 South Figueroa Street, Suite 3200		
Address Line 2:	Orrick, Herrington & Sutcliffe LLP		
Address Line 4:	Los Angeles, CALIFORNIA 90017-5855		
ATTORNEY DOCKET NUMBER:	1696-378/1640		
NAME OF SUBMITTER:	Ramon Galvan		

CH \$65.00 3087572

Signature:	/Ramon Galvan/
Date:	02/02/2007
Total Attachments: 5 source=Grant of Security Interest -- Trademarks (Hemscott)#page1.tif source=Grant of Security Interest -- Trademarks (Hemscott)#page2.tif source=Grant of Security Interest -- Trademarks (Hemscott)#page3.tif source=Grant of Security Interest -- Trademarks (Hemscott)#page4.tif source=Grant of Security Interest -- Trademarks (Hemscott)#page5.tif	

GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of December 14, 2006, is executed by **HEMSCOTT, INC.**, a Virginia corporation (the "Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as the Administrative Agent (in such capacity, the "Administrative Agent") for the financial institutions which are from time to time parties to the Credit Agreement referred to in Recital A below (collectively, the "Lenders").

A. Pursuant to that certain Credit Agreement, dated as of December 14, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Hemscott Americas, Inc., the Grantor, bigdough.com.inc., Corporate Fundamentals, Inc., i-Deal Merger Sub LLC, i-Deal LLC, the Lenders, Administrative Agent and the other agents party thereto, the Lenders have agreed to extend loans and other financial accommodations to the Grantor upon the terms and subject to the conditions set forth therein.

B. The Grantor has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto and made a part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks").

C. The Grantor and other entities party thereto from time to time have entered into a Security Agreement (Intellectual Property) dated as of December 14, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent (for the ratable benefit of the Administrative Agent and the Lenders).

D. Pursuant to the Security Agreement, the Grantor has granted to the Administrative Agent (for the ratable benefit of the Administrative Agent and the Lenders) a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further grant to the Administrative Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

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The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Administrative Agent's address is:

Wells Fargo Bank, National Association
MAC N9305-072
Sixth & Marquette
Minneapolis, MN 55479
Attention: Kristine Netjes
Senior Vice President
Tel. No. (612) 667-4203
Fax No. (612) 667-0505

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

HEMSCOTT, INC.

By: _____
Name: Joe Rzepka _____
Title: Assistant Secretary _____


ALL-PURPOSE ACKNOWLEDGMENT

STATE OF Maryland)
) ss.
COUNTY OF Montgomery)

On 11/27/06, before me, Andrew Cate, Notary Public,
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")
personally appeared Joe Rzepka,
Name of Signer(s)

personally known to me – OR – proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY(IES) CLAIMED BY SIGNER(S)

- Individual
- Corporate Officer

Title(s)

- Partner(s) Limited General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: _____

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer is Representing:
Name of Person(s) or Entity(ies)

Signer(s) Other Than Named Above

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

TRADEMARKS	Number	DATE
Hemscott & design	3,087,572	May 2, 2006
Hemscott	3,087,570	May 2, 2006

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

None.