

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
Smart Business Acquisition, LLC (to be known as Smart Business Advisory and Consulting, LLC)		05/15/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of Montreal, as Agent
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	78088404	SMART AND ASSOCIATES, LLP
Serial Number:	78088394	SMART AND ASSOCIATES, LLP
Registration Number:	3007666	SMART INTERNATIONAL, LLC
Serial Number:	78783694	SMART
Registration Number:	3201204	SMART THE INTELLIGENT CHOICE.

CORRESPONDENCE DATA

Fax Number: (312)803-5299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (312) 845-3430
 Email: kalwa@chapman.com
 Correspondent Name: Richard Kalwa
 Address Line 1: 111 West Monroe Street
 Address Line 2: Chapman and Cutler LLP
 Address Line 4: Chicago, ILLINOIS 60603

CH \$140.00 78088404

ATTORNEY DOCKET NUMBER:	1656750
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	06/07/2007
Total Attachments: 6 source=2254682#page1.tif source=2254682#page2.tif source=2254682#page3.tif source=2254682#page4.tif source=2254682#page5.tif source=2254682#page6.tif	

TRADEMARK COLLATERAL AGREEMENT

This 15th day of May, 2007, SMART BUSINESS ACQUISITION, LLC (to be known as Smart Business Advisory and Consulting, LLC), a Delaware limited liability company ("*Debtor*"), with its principal place of business and mailing address at 80 Lancaster Avenue, Devon, Pennsylvania 19333, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants BANK OF MONTREAL ("*BMO*") with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent for the Secured Creditors defined in that certain Security Agreement hereinafter defined (BMO acting as such administrative agent and any successor or successors to BMO acting in such capacity being hereinafter referred to as the "*Agent*"), a lien on, and a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Debtor as set out in that certain Security Agreement dated as of May 15, 2007, by and among Debtor, the other debtors party thereto and the Agent, as the same may be amended, modified, supplemented or restated from time to time (the "*Security Agreement*").

Notwithstanding the foregoing, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Agent of any applications by the Debtor for any Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*").

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement and in the event of any conflict or ambiguity between this Trademark Collateral Agreement and the Security Agreement, the Security Agreement shall control.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

SMART BUSINESS ACQUISITION, LLC (to be known as Smart Business Advisory and Consulting, LLC)

By Richard Devine
Name: RICHARD DEVINE
Its: CHIEF FINANCIAL OFFICER

Accepted and agreed to at Chicago, Illinois as of the day and year last above written.

BANK OF MONTREAL, as Agent

By _____
Name: _____
Its: _____

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

SMART BUSINESS ACQUISITION, LLC (to be known as Smart Business Advisory and Consulting, LLC)

By _____
Name: _____
Its: _____

Accepted and agreed to at Chicago, Illinois as of the day and year last above written.

BANK OF MONTREAL, as Agent

By Donald J. Buse
Name: DONALD J BUSE
Its: MANAGING DIRECTOR

**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK REGISTRATION

NAME	SERIAL NO.	REGISTRATION No.	DATE
SMART AND ASSOCIATES, LLP + Design (Circle and Curved Arrow)/US	78/088404 10/15/01		Application to be published 5/22/07
SMART AND ASSOCIATES, LLP/US	78/088394 10/15/01		Application approved for publication, date not yet known
SMART INTERNATIONAL, LLC + Design (Circle and Curved Arrow)/US	76/540912 8/29/03	3,007,666 10/18/05	Registered
SMART + Design (Split Sphere)/US	78/783,694 1/2/06		Notice of allowance date 1/30/07; Statement of Use Due 7/30/07
SMART THE INTELLIGENT CHOICE + Design (Split Sphere)/US	78/783,688 1/2/06	3,201,204 1/23/07	Registered
SMART + Design (Split Sphere)/EU	5,126,255 6/9/06		Application accepted and published for opposition on 12/11/06
SMART THE INTELLIGENT CHOICE + Design (Split Sphere)/EU	5,126,339 6/9/06		Application accepted and published for opposition on 12/11/06

TRADEMARK APPLICATIONS

None.

**SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK LICENSES

None.