

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | RELEASE BY SECURED PARTY |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------------------------|----------|----------------|-----------------------|
| The CIT Group/Business Credit, Inc. | | 08/21/2007 | CORPORATION: NEW YORK |

RECEIVING PARTY DATA

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|-----------------|------------------------|
| Name: | MTM Technologies, Inc. |
| Street Address: | 1200 High Ridge Road |
| City: | Stamford |
| State/Country: | CONNECTICUT |
| Postal Code: | 06905 |
| Entity Type: | CORPORATION: NEW YORK |

PROPERTY NUMBERS Total: 7

| Property Type | Number | Word Mark |
|----------------------|---------|---|
| Registration Number: | 2479202 | PIVOT TECHNOLOGIES |
| Registration Number: | 2444052 | PIVOT TECHNOLOGIES |
| Registration Number: | 2756707 | PIVOT TECHNOLOGIES |
| Registration Number: | 2434901 | SYSTEMS MANAGING SYSTEMS |
| Registration Number: | 2721382 | DNA NETSENSOR DATAVOX NETWORK ASSURANCE |
| Registration Number: | 2763391 | ENTERPRISE SERVICES PARTNER |
| Registration Number: | 2924616 | VECTOR ESP |

CORRESPONDENCE DATA

Fax Number: (314)612-7874
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OP \$190.00 2479202

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Address Line 4: St. Louis, MISSOURI 63102

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|-------------------------|-----------------|
| ATTORNEY DOCKET NUMBER: | 106917.45435 |
| NAME OF SUBMITTER: | Terri Branson |
| Signature: | /Terri Branson/ |
| Date: | 08/23/2007 |

Total Attachments: 3
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**TERMINATION, RELEASE AND REASSIGNMENT OF
SECURITY INTEREST IN TRADEMARKS**

This Termination, Release and Reassignment Agreement (this "Agreement") is dated as of August 21, 2007 and is executed in favor of MTM Technologies, Inc. ("MTM"), by The CIT Group/Business Credit, Inc. ("Secured Party").

WHEREAS, MTM, all of MTM's subsidiaries from time to time party thereto (all such subsidiaries together with MTM, collectively, the "Borrowers"), the financial institutions from time to time party thereto as lenders (collectively, the "Lenders") and Secured Party as agent for the Lenders entered into that certain Financing Agreement, dated as of June 8, 2005 (as amended, supplemented, restated or otherwise modified from time to time, the "Financing Agreement"), pursuant to which Secured Party and certain of the Lenders extended credit to MTM;

WHEREAS, in connection with the Financing Agreement, MTM and Secured Party entered into (i) that certain Trademark Security Agreement, dated as of June 8, 2005, recorded with the United States Patent and Trademark Office on July 12, 2005 at Reel/Frame 3155/0815 (the "Trademark Security Agreement"), pursuant to which MTM granted a security interest in the Trademark Collateral (as defined in the Trademark Security Agreement) to Secured Party, and (ii) that certain Assignment for Security of Trademarks by MTM to Agent, dated as of June 8, 2005 (the "Assignment for Security of Trademarks"); and

WHEREAS, MTM has requested that Secured Party terminate, release and reassign its security interest in the Trademark Collateral in connection with the termination of the Financing Agreement and the related agreements, documents and instruments, and the payment and satisfaction in full of all obligations thereunder, pursuant to that certain Termination, Release and Indemnification Agreement, dated as of the date hereof, by and among the Borrowers and Secured Party (the "Payoff Agreement");

NOW, THEREFORE, upon Secured Party's receipt of the Payoff Amount (as defined in the Payoff Agreement), Secured Party hereby terminates, releases and reassigns to MTM its lien on and security interest in the Trademark Collateral, (ii) the goodwill of MTM's business connected with and symbolized by the Trademark Collateral, and (iii) all cash and non-cash proceeds of the foregoing, whether such lien and security interest is granted pursuant to the Financing Agreement, the Trademark Security Agreement, the Assignment for Security of Trademarks, or any other agreement, document or instrument; and

Secured Party further agrees to execute and deliver to MTM or to MTM's new lender, GE Commercial Distribution Finance Corporation, as MTM may so direct Secured Party in writing, any and all further documents or instruments and do any and all further acts, in each case at MTM's cost and expense, which MTM (or its agent or any of its designees) may reasonably request, in order to confirm this Agreement and the release by Secured Party of its lien on and security interest in the Trademark Collateral, and the reassignment by Secured Party to MTM of all of Secured Party's right, title and interest in and to the Trademark Collateral.

(Signature Page Follows)

**ANNEX TO TERMINATION, RELEASE AND REASSIGNMENT OF
SECURITY INTEREST IN TRADEMARKS**

| <u>Title</u> | <u>Trademark Registration</u> | <u>Date Filed</u> | <u>Country</u> |
|--|-----------------------------------|-------------------|----------------|
| Pivot Technologies | 2,479,202 | 10/23/99 | USA |
| Pivot Technologies and Design | 2,444,052 | 10/23/99 | USA |
| Pivot Technologies (Eye Logo) | 2,756,707 | 8/30/00 | USA |
| Systems Managing Systems | 2,434,901 | 10/23/99 | USA |
| DNA Net Sensor Datavox Network Assurance | 2,721,382 | 12/14/01 | USA |
| Enterprise Services Partner | 2,763,391 | 10/30/01 | USA |
| Vector ESP | 2,924,616 | 10/30/01 | USA |

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