

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Citicorp USA, Inc.		05/25/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ACS Marketing, L.P.		
<b>Street Address:</b>	2828 North Haskell		
<b>Internal Address:</b>	Building 1, Floor 9		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75204		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2796679	FACTORS/SA	
Registration Number:	2831166	HELPWORKS	
Registration Number:	2919333	FACTORS/SA WEB EDITION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(214)584-5525		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	214-584-5367		
<b>Email:</b>	tom.hilbun@acs-inc.com		
<b>Correspondent Name:</b>	Thomas E. Hilbun		
<b>Address Line 1:</b>	2828 North Haskell		
<b>Address Line 2:</b>	Building 1, Floor 9		
<b>Address Line 4:</b>	Dallas, TEXAS 75204		
<b>ATTORNEY DOCKET NUMBER:</b>	PETER MARTIN MARKS		
<b>NAME OF SUBMITTER:</b>	Thomas E. Hilbun		

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**TRADEMARK**

Signature:	/Thomas E. Hilbun/
Date:	09/16/2008
<b>Total Attachments: 5</b> source=Release of Security Interest in Trademarks - PMA - 06.24.08#page1.tif source=Release of Security Interest in Trademarks - PMA - 06.24.08#page2.tif source=Release of Security Interest in Trademarks - PMA - 06.24.08#page3.tif source=Release of Security Interest in Trademarks - PMA - 06.24.08#page4.tif source=Release of Security Interest in Trademarks - PMA - 06.24.08#page5.tif	

## RELEASE OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, pursuant to the Credit Agreement, dated as of March 20, 2006 (the "*Credit Agreement*"), among Affiliated Computer Services, Inc. (the "*Company*"), certain Subsidiaries of the Company, the Lenders and Issuers party thereto and Citicorp USA, Inc., as agent for the Lenders and Issuers (in such capacity, the "*Administrative Agent*"), the Lenders and the Issuers severally agreed to make extensions of credit to the Borrowers (as defined therein) upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Pledge and Security Agreement dated as of March 20, 2006 in favor of the Administrative Agent (the "*Security Agreement*"), the Grantors were required to execute and deliver a Trademark Security Agreement;

WHEREAS, pursuant to the Trademark Security Agreement dated as of March 20, 2006 (the "*TSA*"), the Grantors party thereto mortgaged, pledged and hypothecated to the Administrative Agent, a lien on and security interest in each Grantor's right, title and interest in, to and under the United States trademarks listed in Schedule I of the TSA;

Whereas, pursuant to the Stock Purchase Agreement dated as of May 25, 2006 by and between Lagan Technologies, Inc. ("*Buyer*") and ACS State & Local Solutions, Inc. (a Grantor and "*Seller*"), Seller sold certain trademarks listed on Schedule A attached hereto (the "*Released Trademarks*"), among other things, to Buyer (the "*Asset Sale*");

WHEREAS, the Company has requested, and the Administrative Agent has agreed, that the Administrative Agent release its security interest in the Released Trademarks; and

WHEREAS, the Administrative Agent wishes to provide a document suitable for recording in the United States Patent and Trademark office for purposes of recording the release, relinquishment and discharge of its security interest in the Released Trademarks (this "*Release*").

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent does hereby agree as follows:

1. Release. In reliance on the representations and warranties set forth in *Section 2* hereof and subject to *Section 4* hereof, the Administrative Agent hereby relinquishes, releases and discharges its security interest in the Released Trademarks. This release is limited only to the Released Trademarks. Nothing in this Release shall be in any way construed as a release or waiver of the Administrative Agent's security interest in any other trademarks granted pursuant to the TSA, or in any other Collateral.
2. Representations of the Company and the Seller. Each of the Company and the Seller hereby represent and warrant to the Administrative Agent and the other Secured Parties that the following statement is true and correct on the date hereof, both before and after giving effect to the Asset Sale:
  - a. the Asset Sale is permitted under *Section 8.4* of the Credit Agreement.

3. Further Assurances. The Administrative Agent hereby agrees, at the Company's expense, to execute such instruments and to take such other actions as the Company may reasonably request to terminate the Administrative Agent's security interest in the Released Trademarks.
4. Continuing Effect of Collateral Documents. This letter agreement shall not, and shall not be deemed to, release any assets or other Collateral from the Collateral Documents except as expressly provided in Section 1 hereof. Except as expressly provided herein, all provisions of, and the security interests in the Collateral arising under, the Collateral Documents or the other Loan Documents, shall remain in full force and effect.
5. Governing Law. This Release of Security Interest in Trademarks shall be governed by and construed and interpreted in accordance with the laws of the State of New York.
6. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement, the Security Agreement or the TSA and used herein have the meaning given to them in such agreements, as the case may be.

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed by its duly authorized officer as of the date first written above.

CITICORP USA, INC

By: 

Name: BRIAN REED

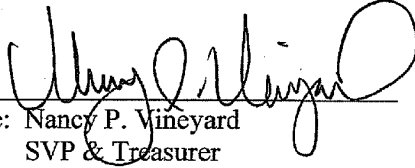
Title: DIRECTOR

Signature Page to Release of Security Interest in Trademarks

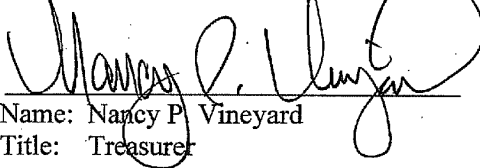
TRADEMARK  
REEL: 003854 FRAME: 0064

ACCEPTED AND AGREED  
as of the date first written above

AFFILIATED COMPUTER SERVICES, INC.

By:   
Name: Nancy P. Vineyard  
Title: SVP & Treasurer

ACS STATE & LOCAL SOLUTIONS, INC

By:   
Name: Nancy P. Vineyard  
Title: Treasurer

Signature Page to Release of Security Interest in Trademarks

TRADEMARK  
REEL: 003854 FRAME: 0065

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**SCHEDULE A**

**Released Trademarks**

<b>Trademark</b>	<b>Registration Number</b>	<b>Status</b>	<b>Country</b>
FACTORS/SA	2,796,679	Registered	US
HELPWORKS	2,831,166	Registered	US
FACTORS/SA WEB EDITION	2,919,333	Registered	US