

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
Help/Systems, LLC		09/22/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Specialty Lending Group, L.P., as Collateral Agent		
Street Address:	6011 Connection Drive		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	LIMITED PARTNERSHIP:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2709972	STANDGUARD	
Registration Number:	2427144	MESSENGERPLUS	
Registration Number:	2427143	MESSENGERCONSOLE	
CORRESPONDENCE DATA			
Fax Number:	(404)888-4190		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-888-4284		
Email:	tramstrom@hunton.com		
Correspondent Name:	Todd Ramstrom		
Address Line 1:	600 Peachtree Street		
Address Line 2:	c/o Hunton & Williams LLP		
Address Line 4:	Altanta, GEORGIA 30308		
NAME OF SUBMITTER:	Heath J. Vicente, Esq.		
Signature:	/Heath J. Vicente, Esq./		

OP \$90.00 2709972

Date:

09/23/2008

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "**Agreement**") is made and entered into as of September 22, 2008, by **HELP/SYSTEMS, LLC**, a Delaware limited liability company ("**Grantor**"), in favor of **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.** ("**GSSLG**"), as Collateral Agent ("**Collateral Agent**").

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of September 24, 2007, by and among Grantor, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time, and GSSLG as Administrative Agent and Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), Lenders have agreed to make the Loans to Borrowers;

WHEREAS, as a condition to Lenders making the Loans as provided for in the Credit Agreement, Grantor executed and delivered to Collateral Agent, for itself and the ratable benefit of the Secured Parties, that certain Pledge and Security Agreement dated as of September 24, 2007 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Agent this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor hereby agrees with Collateral Agent as follows:

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Security Agreement.

2. **Grant of Security Interest in Trademark Collateral.** To secure the payment and performance of the Obligations under the Credit Agreement and other Credit Documents, Grantor hereby grants to Collateral Agent, on behalf of itself and the Secured Parties, a continuing First Priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Trademark Collateral**"): (a) all of its Trademarks and Trademark Licenses to which it is a party including, without limitation, those referred to on Schedule 1 hereto; (b) all reissues, continuations or extensions of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future: (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, and (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. **Pledge and Security Agreement.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and the Secured Parties, pursuant to the Security Agreement. Grantor hereby

acknowledges and affirms that the rights and remedies of Collateral Agent 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.

4. **Counterparts.** This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized representative as of the date first set forth above.

HELP/SYSTEMS, LLC

By: Help/Systems Holdings, Inc., its Member

By: 

Name: Hiren Mankodi

Title: Vice President/Secretary

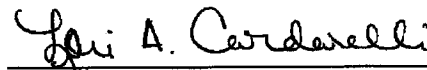
ACKNOWLEDGMENT OF GRANTOR

STATE OF Massachusetts)

COUNTY OF Suffolk)

ss.

On this day of September 22, 2008, before me personally appeared Hiren Mankodi, who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Help/Systems, LLC, and who being duly sworn by me did depose and say that (i) he or she is an authorized officer of Help/Systems, LLC, (ii) such instrument was signed on behalf of Help/Systems, LLC as duly authorized by Help/Systems, LLC, and (iii) he or she acknowledged such instrument to be the free act and deed of Help/Systems, LLC.


Notary Public Lori A. Cardarelli

[Notarial Seal]

[Signatures Continue on the Following Page]

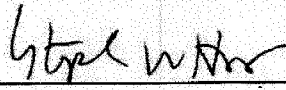
Signature Page

Trademark Security Agreement
26243253

TRADEMARK
REEL: 003857 FRAME: 0867

ACCEPTED AND ACKNOWLEDGED BY:

GOLDMAN SACHS SPECIALTY
LENDING GROUP, L.P., as Collateral Agent

By: 

Name: **Stephen W. Hipp**
Title: **Authorized Signatory**

Signature Page

Trademark Security Agreement
26243253

TRADEMARK
REEL: 003857 FRAME: 0868

Schedule 1
to
Trademark Security Agreement

TRADEMARK REGISTRATIONS

Trademark	Status	Registration No.	Registration Date
STANDGUARD	Registered	2,709,972	April 22, 2003
MESSENGERPLUS (Stylized) MessengerPlus	Registered	2,427,144	February 6, 2001
MESSENGERCONSOLE (Stylized) MessengerConsole	Registered	2,427,143	February 6, 2001

TRADEMARK APPLICATIONS

NONE

TRADEMARK LICENSES

Grantor has a trademark license within the context of the IBM PartnerWorld agreement including license between Grantor and IBM permitting the use of IBM WebSphere Software and other development tools.

Grantor has a trademark license within the context of the Software License Agreement between McAfee, Inc., f/k/a Network Associates, Inc. and Bytware, Inc. dated March 14, 2003, as amended, and consent to transfer the rights under the agreement from Bytware, Inc. to the Grantor occurred on September 12, 2008.

Schedule 1

Trademark Security Agreement
26243253