

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
I-Centrix Services, LLC		09/24/2008	CORPORATION: 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: 7

Property Type	Number	Word Mark
Registration Number:	3424313	ALEXA AMERICAN LIST EXCHANGE ASSOCIATION
Serial Number:	77404734	I-BUNDLE
Registration Number:	3425950	I-CENTRIX
Registration Number:	3219583	I-CONTACT
Registration Number:	3293635	I-DELIVER
Registration Number:	3224199	I-IDENTIFY
Registration Number:	3413710	I-MERGE

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

CH \$190.00 3424313

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:

1687862

NAME OF SUBMITTER:

Richard Kalwa

Signature:

/richard kalwa/

Date:

10/01/2008

Total Attachments: 6

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TRADEMARK COLLATERAL AGREEMENT

This 24th day of September, 2008, I-CENTRIX SERVICES, LLC, a Delaware corporation ("*Debtor*") with its principal place of business and mailing address at 30 Tech Valley Drive, Suite 201, East Greenbush, New York 12061, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, pledges to BANK OF MONTREAL ("*BMO*"), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors 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, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement dated as of September 24, 2008 (as the same may from time to time be amended, modified or restated, including supplements thereto, the "*Security Agreement*") among the Debtor, HMI Holding Corp., the other debtors party thereto and BMO.

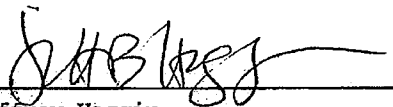
Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a 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*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[SIGNATURE PAGE TO FOLLOW]

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

I-CENTRIX SERVICES, LLC

By: 
Name: Jeffrey Haggin
Title: Chief Executive Officer

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, as Agent

By: _____
Name: _____
Title: _____

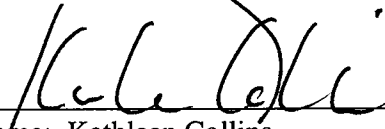
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

I-CENTRIX SERVICES, LLC

By: _____
Name: _____
Title: _____

Accepted and agreed to as of the date and year last above written.


BANK OF MONTREAL, as Agent

By:  _____
Name: Kathleen Collins
Title: Director

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

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner
alexa 	U.S.	78/753,796 11/15/2005	3,424,313 5/6/2008	I-Centrix Services, LLC
I-BUNDLE	U.S.	77/404,734 2/25/2008		I-Centrix Services, LLC
I-CENTRIX	U.S.	77/255,876 8/15/2007	3,425,950 5/13/2008	I-Centrix Services, LLC
I-CONTACT	U.S.	78/718,392 9/22/2005	3,219,583 3/20/2007	I-Centrix Services, LLC
I-DELIVER	U.S.	78/718,417 9/22/2005	3,293,635 9/18/2007	I-Centrix Services, LLC
I-DENTIFY	U.S.	78/718,438 9/22/2005	3,224,199 4/3/2007	I-Centrix Services, LLC
I-MERGE	U.S.	77/256,611 8/16/2007	3,413,710 4/15/2008	I-Centrix Services, LLC

PENDING FEDERAL TRADEMARK APPLICATIONS

NONE

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

TRADEMARK LICENSES

NONE