

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| NetVersant Solutions, Inc. | | 11/19/2008 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Patriarch Partners Agency Services, LLC | | |
| Street Address: | 227 West Trade Street, Suite 1400 | | |
| City: | Charlotte | | |
| State/Country: | NORTH CAROLINA | | |
| Postal Code: | 28202 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 75895655 | NETVERSANT SOLUTIONS | |
| Registration Number: | 2782211 | NETVERSANT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (312)782-8585 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 312-269-4137 | | |
| Email: | druckle@jonesday.com | | |
| Correspondent Name: | Danielle Ruckle | | |
| Address Line 1: | 77 W Wacker Dr | | |
| Address Line 2: | Jones Day | | |
| Address Line 4: | Chicago, ILLINOIS 60601 | | |
| NAME OF SUBMITTER: | Danielle Ruckle | | |
| Signature: | /s/ Danielle Ruckle | | |
| Date: | 12/02/2008 | | |

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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 19th day of November, 2008, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, the "Grantors" and each individually, a "Grantor"), and PATRIARCH PARTNERS AGENCY SERVICES, LLC, in its capacity as Agent for the Lenders (together with its successors, "Agent").

WITNESSETH:

WHEREAS, each Grantor is a debtor and debtor-in-possession in the Chapter 11 Cases and continues to operate its respective business and manage its property as debtors in possession under Sections 1107 and 1108 of the Bankruptcy Code;

WHEREAS, pursuant to that certain Secured Super-Priority Debtor-in-Possession Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, including all schedules thereto, the "Credit Agreement") by and among the Grantors, as borrowers (collectively, the "Borrowers"), the lenders party thereto as "Lenders" ("Lenders") and the Agent, the Credit Parties are willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions specified in the Credit Agreement and the DIP Orders;

WHEREAS, Agent has agreed to act as agent for the benefit of Lenders in connection with the transactions contemplated by this Trademark Security Agreement;

WHEREAS, the Credit Parties are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Credit Parties, that certain Pledge and Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Credit Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Credit Parties, a continuing first priority security interest in all of such 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 Intellectual Property Licenses with respect to Trademarks to which it is a party including those referred to on Schedule I 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 Intellectual Property License with respect to Trademarks; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Credit Parties, pursuant to the Security Agreement. Notwithstanding anything to the contrary, each of the undersigned hereby agrees that the Liens granted hereunder and pursuant to the DIP Orders have a priority that is *pari passu* with the WFF Adequate Protection Liens and with the liens securing the Pre-Petition Liabilities subject only to any Permitted Prior Liens to which the liens securing the Pre-Petition Liabilities are subject or become subject subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code and as set forth in the DIP Order. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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. AUTHORIZATION TO SETTLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.


5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[SIGNATURE PAGES FOLLOW]

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

GRANTORS:

NETVERSANT SOLUTIONS, INC., a Delaware corporation

By: 
Name: Ronald E. Hale, Jr.
Title: Senior Vice President and Chief Financial Officer

INTELLIGENT BUILDING SYSTEMS, INC., a New York corporation
NETVERSANT – ATLANTA, INC., a Delaware corporation
NETVERSANT – CASCADES, INC., a Washington corporation
NETVERSANT – DENVER, INC., a Delaware corporation
NETVERSANT – MID-ATLANTIC, INC., a Maryland corporation
NETVERSANT – MINNEAPOLIS/ST. PAUL, INC., a Minnesota corporation
NETVERSANT – ALBUQUERQUE, INC., a New Mexico corporation
NETVERSANT – NEW ENGLAND, INC., a Massachusetts corporation
NETVERSANT – NORTHERN CALIFORNIA, INC., a California corporation
NETVERSANT – PHILADELPHIA, INC., a Pennsylvania corporation
NETVERSANT – SOUTHERN CALIFORNIA, INC., a California corporation
NETVERSANT – TEXAS, INC., a Texas corporation
NETVERSANT – WASHINGTON, INC., a Washington corporation
NETVERSANT GP, INC., a Delaware corporation
NETVERSANT LP, INC., a Delaware corporation
NETVERSANT NATIONAL, INC., a Delaware corporation
NV RESOURCES, INC., a Delaware corporation
NETVERSANT – CALIFORNIA, INC., a California corporation
NETVERSANT – OREGON, INC., a Delaware corporation

NETVERSANT, INC., a Delaware corporation

By: *Ronald Hale, Jr.*

Name: Ronald E. Hale, Jr.

Title: Vice President

NETVERSANT MANAGEMENT CO., L.P., a
Delaware limited partnership

By: NETVERSANT GP, INC., a Delaware
corporation, its general partner

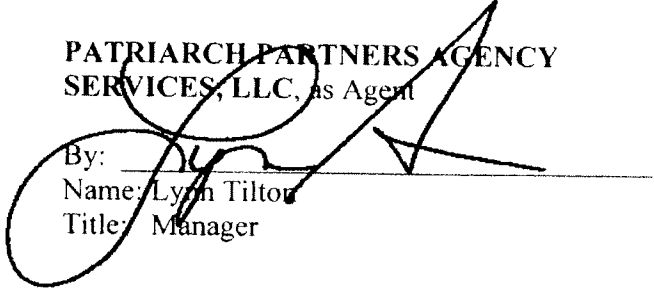
By: *Ronald Hale, Jr.*

Name: Ronald E. Hale, Jr.

Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

**PATRIARCH PARTNERS AGENCY
SERVICES, LLC, as Agent**

By: 
Name: Lynn Tilton
Title: Manager

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks and Servicemarks

| Description | Application/Patent No. | Issue Dates |
|-----------------------------|-------------------------------|--------------------|
| NETVERSANT | | |
| Canada | 586787 | 08/07/2003 |
| European Union | 001753029 | 07/12/2000 |
| Mexico ¹ | 709534 | 07/31/2001 |
| United States | 2,782,211 | 11/11/2003 |
| NETVERSANT SOLUTIONS | | |
| Canada | 568785 | 08/07/2003 |
| European Union | 001752963 | 12/10/2001 |
| Mexico ¹ | 712065 | 08/29/2001 |
| United States | 75/895,655 ² | Pending |

¹ Trademark is inactive.

² Application number.

Trade Names

| Name of Company | Current Trade Names |
|---|----------------------------|
| Intelligent Building Systems, Inc. | NetVersant – New York |
| NetVersant – Atlanta, Inc. | N/A |
| NetVersant – Cascades, Inc. | N/A |
| NetVersant – Denver, Inc. | NetVersant – Arizona |
| NetVersant – Mid-Atlantic, Inc. | N/A |
| NetVersant – Minneapolis/St. Paul, Inc. | N/A |
| NetVersant – Albuquerque, Inc. | N/A |
| NetVersant – New England, Inc. | N/A |
| NetVersant – Northern California, Inc. | N/A |
| NetVersant – Philadelphia, Inc. | N/A |
| NetVersant – Southern California, Inc. | NetVersant – Nevada |
| NetVersant – Texas, Inc. | N/A |
| NetVersant – Washington, Inc. | N/A |
| NetVersant Management Co., L.P. | N/A |
| NetVersant LP, Inc. | N/A |
| NetVersant GP, Inc. | N/A |
| NetVersant National, Inc. | NetVersant – San Francisco |
| NV Resources, Inc. | N/A |
| NetVersant, Inc. | N/A |

Common Law Trademarks

None.

Trademark Intellectual Property Licenses

None.

Trademarks Not Currently In Use

The following Mexican trademarks are not currently in use:

| Trademark | Application No. | Issue Date |
|----------------------|------------------------|-------------------|
| NETVERSANT | 709534 | 7/31/2000 |
| NETVERSANT SOLUTIONS | 712065 | 8/29/2001 |

The U.S. trademark, NET VERIFIED, application # 76/166,408, has been abandoned by NetVersant Solutions, Inc.