

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Agreement Regarding Agency Resignation, Appointment and Acceptance

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Foothill, Inc.		12/08/2008	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, LLC
Street Address:	2450 Colorado Avenue, Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3085131	TRANSFORMING INFORMATION TECHNOLOGY
Registration Number:	3036532	BUSINESS READY HOSTING
Registration Number:	2951386	IFAS
Registration Number:	3070064	WHEN "GOOD ENOUGH" IS NOT ENOUGH
Registration Number:	2907240	WHEN "GOOD ENOUGH" IS NOT ENOUGH...THERE'S SAVVIS
Registration Number:	2719511	TRUST THE NETWORK THAT POWERS WALL STREET TO EMPOWER YOUR BUSINESS
Registration Number:	2757570	THE NETWORK THAT POWERS WALL STREET
Registration Number:	2421037	SAVVIS
Registration Number:	2148947	SAVVIS COMMUNICATIONS
Registration Number:	2147154	WAM!BASE
Registration Number:	2073528	!
Registration Number:	2024112	WAM!PROOF
Registration Number:	2024019	WAM!NET

OP \$340.00 3085131

CORRESPONDENCE DATA

Fax Number: (312)863-7865
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-201-3865
Email: sharon.patterson@goldbergkohn.com
Correspondent Name: Sharon Patterson
Address Line 1: c/o Goldberg Kohn, 55 E. Monroe St.
Address Line 2: Ste. 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.106
NAME OF SUBMITTER:	Sharon Patterson
Signature:	/sharon patterson/
Date:	12/08/2008

Total Attachments: 4
source=Agreement re Agency Resignation, Appointment and Acceptance_EXECUTED#page1.tif
source=Agreement re Agency Resignation, Appointment and Acceptance_EXECUTED#page2.tif
source=Agreement re Agency Resignation, Appointment and Acceptance_EXECUTED#page3.tif
source=Agreement re Agency Resignation, Appointment and Acceptance_EXECUTED#page4.tif

**AGREEMENT REGARDING AGENCY RESIGNATION,
APPOINTMENT AND ACCEPTANCE**

This Agreement Regarding Agency Resignation, Appointment and Acceptance (this "Agreement") is entered into as of December 8, 2008 by and between Wells Fargo Foothill, Inc. ("Foothill") and Wells Fargo Foothill, LLC ("Wells Fargo").

RECITALS

WHEREAS, Borrower, Foothill, as Agent, and Wells Fargo, as sole Lender after giving effect to certain Assignment and Acceptance Agreements between Wells Fargo and each of First Bank Business Capital, Inc., OHSF Financing, Ltd., OHSF II Financing, Ltd., Oak Hill Credit Opportunities Financing, Ltd., Oak Hill Credit Alpha Finance I, LLC and Oak Hill Credit Alpha Finance I (Offshore), Ltd., in each case, effective immediately prior to the effectiveness of this Agreement, are party to a certain Credit Agreement dated as of June 10, 2005 (as heretofore or hereafter amended, modified, supplemented or restated, the "Credit Agreement"; capitalized terms used herein but not defined herein have the meanings assigned thereto in the Credit Agreement);

WHEREAS, the parties hereto desire that Wells Fargo replace Foothill as Agent under the Credit Agreement and the other Loan Documents; and

WHEREAS, the parties hereto desire to consent to such replacement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Agency Succession.

(a) Pursuant to Section 15.9 of the Credit Agreement, (i) effective immediately (but subject to the satisfaction of all conditions precedent set forth in this Agreement), Foothill resigns as Agent under the Credit Agreement and the other Loan Documents (Foothill, in such capacity as retiring Agent, is referred to herein as "Retiring Agent"), with each of the parties hereto waiving the forty-five (45) day notice requirement provided for in Section 15.9 of the Credit Agreement, (ii) Required Lenders appoint Wells Fargo as successor Agent under the Credit Agreement and the other Loan Documents (Wells Fargo, in such capacity as successor Agent, is referred to herein as "Successor Agent") and (iii) Successor Agent accepts its appointment as successor Agent under the Credit Agreement and the other Loan Documents.

(b) In connection with the agency succession described in the foregoing clause (a), without the need for any further action and effective immediately (but subject to the satisfaction of all conditions precedent set forth in this Agreement), (i) Successor Agent shall succeed to and become vested with all of the rights, powers, privileges and duties of Retiring Agent under the Credit Agreement and the other Loan Documents, (ii) Retiring Agent's appointment, powers, privileges and duties as Agent under the Credit Agreement and the other

Loan Documents shall terminate, (iii) the provisions of the Credit Agreement set forth in Section 15.9 of the Credit Agreement shall inure to Retiring Agent's benefit as to any actions taken or omitted to be taken by Retiring Agent while it served as Agent under the Credit Agreement and the other Loan Documents, (iv) each of Retiring Agent and Borrower authorizes Successor Agent to file any Uniform Commercial Code assignments or amendments that Successor Agent deems necessary or desirable to evidence Successor Agent's succession as Agent under the Credit Agreement and the other Loan Documents, (v) Retiring Agent agrees to promptly deliver to Successor Agent any tangible personal Collateral securing the Obligations that is currently in the possession of Retiring Agent (such as stock certificates, notes and the like) and (vi) each of Retiring Agent and Borrower agrees, upon the reasonable request of Successor Agent, to take, at the expense of Borrower, such additional actions and to execute and deliver such other documents and instruments as Successor Agent may reasonably request to effect Successor Agent's succession as Agent under the Credit Agreement and the other Loan Documents.

2. Assignment of Liens. As a supplement to and in no way in limitation of the provisions of Section 1 hereof, Retiring Agent hereby assigns all liens and security interests in the Collateral to Successor Agent. Notwithstanding anything herein to the contrary, all of such liens and security interests shall in all respects be continuing and in effect and are hereby reaffirmed. Without limiting the generality of the foregoing, any reference to Retiring Agent on any publicly filed document, to the extent such filing relates to the liens and security interests assigned hereby and until such filing is modified to reflect the interests of Successor Agent, shall, with respect to such liens and security interests, constitute a reference to Retiring Agent as collateral representative of Successor Agent.

3. Control Agreements. Notwithstanding anything to the contrary herein, Retiring Agent hereby agrees to act as collateral representative of Successor Agent with respect to each Control Agreement entered into prior to the date hereof.

4. Condition Precedent. The effectiveness of this Agreement shall be subject to the condition precedent that each party hereto shall have duly authorized, executed and delivered this Agreement.

5. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto.

6. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall be one and the same instrument.

7. Headings. The paragraph headings used in this Agreement are for convenience only and shall not affect the interpretation of any of the provisions hereof.


8. APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE

INTERNAL LAWS OF THE STATE OF NEW YORK (WITHOUT REGARDS TO
CONFLICTS OF LAW PRINCIPLES).


[signatures follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

WELLS FARGO FOOTHILL, LLC

By: 
Name: Nichol S. Stuart
Title: Vice President

WELLS FARGO FOOTHILL, INC.

By: 
Name: Nichol S. Stuart
Title: Vice President