

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
COMM-WORKS HOLDINGS, LLC		12/31/2008	LIMITED LIABILITY COMPANY: DELAWARE
COMM-WORKS, LLC	FORMERLY COMM-WORKS/INTELEX, LLC	12/31/2008	LIMITED LIABILITY COMPANY: OHIO
COMM-WORKS/FORTRAN, LLC		12/31/2008	LIMITED LIABILITY COMPANY: DELAWARE
COMM-WORKS/MAHON, LLC		12/31/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	M&I MARSHALL & ILSLEY BANK
Street Address:	651 NICOLLET MALL
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	BANKING CORPORATION: WISCONSIN

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2192970	SITEMAN
Registration Number:	2802207	COMM-WORKS
Registration Number:	2802206	COMM-WORKS
Registration Number:	2802060	COMM-WORKS
Registration Number:	2354591	COMM-WORKS
Registration Number:	2918953	WEB-WORKS
Registration Number:	2830450	INTELEX
Registration Number:	2975397	INTELEX THE INSTALLATION SOURCE NOW YOU'RE CONNECTED.

OP \$215.00 2192970

CORRESPONDENCE DATA

Fax Number: (612)492-7077
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 612-492-7306
Email: ip@fredlaw.com
Correspondent Name: John Pickerill
Address Line 1: 200 South Sixth Street
Address Line 2: Suite 4000
Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	John Pickerill
Signature:	/John Pickerill/
Date:	01/08/2009

Total Attachments: 13
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**SECOND AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

DATE: December 31, 2008

PARTIES: M&I Marshall & Ilsley Bank, a
Wisconsin state banking corporation (in its capacity as agent for the ratable
benefit of the Lenders referred to
below "Bank")

Comm-Works Holdings, LLC, a
Delaware limited liability company ("Holdings")

Comm-Works, LLC f/k/a Comm-Works/Intelex,
LLC, a Delaware limited liability company, for
itself and as successor by merger to
Comm-Works, LLC, an Ohio limited liability company ("Comm-Works")

Comm-Works/Fortran, LLC, a Delaware limited
liability company ("Fortran")

Comm-Works/Mahon, LLC, a Delaware limited
liability company ("Mahon" Holdings, Comm-
Works, Fortran, and Mahon
are referred to individually
and collectively and jointly
and severally as "Borrower")

RECITALS:

A. Bank and Borrower are parties to that certain Intellectual Property Security Agreement, dated as of August 22, 2006, as amended by that certain First Amendment to Intellectual Property Security Agreement dated August 1, 2007 (the "Security Agreement").

B. The Borrower and the Bank desire to amend the Security Agreement, all as provided herein (this "Agreement").

AGREEMENTS:

IN CONSIDERATION of one dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Defined Terms.** Any capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Security Agreement.

2. **Amendment to Section 1(a) of the Security Agreement.** Section 1(a) of the Security Agreement is hereby amended and restated in its entirety to read as follows:

(a) **Patents.** (i) All patents and patent applications on Schedule 1 of Exhibit A hereto, (ii) all reissues, divisions, continuations, renewals, extensions, continuations-in-part thereof, (iii) all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including but not limited to under any licenses and any damages for past, present or future infringement thereof, (iv) the right to sue for past, present or future infringements thereof, (v) all rights corresponding thereto throughout the world (all such items described in this subsection (a) referred to as "Patents"), and (vi) all license agreements with any other party in connection with any Patents or such other party's patents, registered patents and patent applications, whether Borrower is a licensor or licensee under such license agreement, including but not limited to, the license agreements listed on Schedule 5 of Exhibit A, and the right upon the occurrence and during the continuance of an Event of Default to use the foregoing in connection with the enforcement of the Bank's rights under the Credit Agreement (all of the foregoing being hereinafter referred to collectively as the "Patent Licenses").

3. **Amendment to Section 2(a) of the Security Agreement.** Section 2(a) of the Security Agreement is hereby amended and restated in its entirety to read as follows:

(a) The Patents, Trademarks, Trademark Licenses, Copyrights and Patent Licenses listed on Schedules 1, 2, 3, 4 and 5, respectively, constitute all of the patents, trademarks, licenses, copyrights and applications and registrations therefore now owned by Borrower. If, before the Obligations shall have been indefeasibly satisfied in full in cash and all of Bank's commitments to lend to Borrower shall have expired or been terminated, Borrower shall (i) obtain rights to any new patentable inventions, registrable trademarks, trademark registrations, trade names or registered copyrights, (ii) become entitled to the benefit of any patent, trademark, copyright or registration thereof, or patent for any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent, or (iii) become a party to or subject to any trademark license or patent license, then the provisions of Section 1 above shall automatically apply thereto and Borrower shall give to Bank prompt written notice thereof. Borrower hereby authorizes Bank to modify this Agreement by amending Schedule 1, 2, 3, 4 and/or 5, as applicable, to include any future patents, patent applications, trademarks, trademark registrations, trademark applications, trade names, licenses and copyright registrations which are Patents, Trademarks, Trademark Licenses, Copyrights or Patent Licenses, as applicable, under Section 1 above.

4. **Amendment to Section 2(c) of the Security Agreement.** Section 2(c) of the Security Agreement is hereby amended and restated in its entirety to read as follows:

(c) Until the Obligations shall have been indefeasibly satisfied in full in cash and all of Bank's commitments to lend to Borrower shall have been terminated or

expired, Borrower will not, without Bank's prior written consent, sell any of the Collateral or enter into any agreement which is inconsistent with Borrower's obligations or Bank's rights under this Agreement, provided that Borrower may enter into Trademark Licenses and Patent Licenses with respect to the Collateral in the ordinary course of business so long as such agreements are not inconsistent with Bank's rights or Borrower's obligations under the Credit Agreement or this Agreement. Borrower further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity of the Collateral or enforcement of Bank's rights in the Collateral.

5. **Amendment to Section 2(j) of the Security Agreement.** Section 2(j) of the Security Agreement is hereby amended and restated in its entirety to read as follows:

(j) Borrower is not in default under any Trademark License or Patent License in which the consequences of such default or violation could constitute an Adverse Event.

6. **Amendment to Section 5 of the Security Agreement.** Section 5 of the Security Agreement is hereby amended and restated in its entirety to read as follows:

Upon the occurrence of an Event of Default and at any time thereafter, Bank may exercise those remedies set forth in the Credit Agreement. All of Bank's rights and remedies with respect to the Patents, Patent Licenses, Trademarks, Trademark Licenses and Copyrights, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Upon the occurrence and during the continuance of an Event of Default, Borrower hereby irrevocably appoints Bank as Borrower's attorney-in-fact, with full authority in the place and stead of Borrower and in the name of Borrower or otherwise to carry out the acts described below. Subject to the terms of the Credit Agreement, upon the occurrence and during the continuance of an Event of Default and the giving by Bank of written notice to Borrower of Bank's intention to enforce its rights and claims against Borrower, Borrower hereby authorizes Bank to, in its sole discretion (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Bank in the use of the Patents, Patent Licenses, Trademarks, Trademark Licenses and Copyrights, (ii) take any other actions with respect to the Patents, Patent Licenses, Trademarks, Trademark Licenses and Copyrights as Bank deems is in its best interest, (iii) grant or issue any exclusive or nonexclusive license under the Patents, Trademarks or Copyrights to anyone on commercially reasonable terms, and (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks or Copyrights to anyone on commercially reasonable terms. Bank shall take no action pursuant to subsection (i), (ii), (iii) or (iv) of this Section 5 without taking like action with respect to the entire goodwill of Borrower's business and related assets connected with the use of, and symbolized by, such Patents, Trademarks or Copyrights. Borrower hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement shall have been terminated. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Bank under the Credit Agreement, but rather is

intended to facilitate the exercise of such rights and remedies. Bank shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a Bank under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks or Copyrights may be located or deemed located.

7. **Amendment to Section 6 of the Security Agreement.** Section 6 of the Security Agreement is hereby amended and restated in its entirety to read as follows:

6. **Bank's Right to Sue.** From and after the occurrence of any Event of Default, Bank shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Patent Licenses, Trademarks, Trademark Licenses and Copyrights, and, if Bank shall commence any such suit, Borrower shall, at the request of Bank, do any and all lawful acts and execute any and all proper documents required by Bank in aid of such enforcement and Borrower shall indemnify and shall, upon demand, promptly reimburse Bank for all reasonable costs and expenses incurred by Bank in the exercise of its rights under this Section 6.

8. **Amendment to Exhibit A to the Security Agreement.** Exhibit A to the Security Agreement is hereby amended and restated in its entirety to read as set forth on Exhibit A attached hereto.

9 **Binding Nature of Security Agreement.** The Borrower acknowledges and agrees that the terms, conditions and provisions of the Security Agreement are fully binding and enforceable agreements, and are not subject to any defense, counterclaim, set off or other claim of any kind or nature. The Borrower hereby reaffirms and restates its representations and warranties, duties, obligations and liability under the Security Agreement.

10. **Reference to the Security Agreement.** From and after the effective date of this Agreement, each reference in Security Agreement to “this Agreement”, “hereunder”, “hereof”, “herein” or words of like import referring to the Security Agreement, and each reference to the “Security Agreement”, “thereunder”, “thereof”, “therein” or words of like import referring to the Security Agreement in any other Loan Document (as defined in the Credit Agreement) shall mean and be a reference to the Security Agreement as amended hereby.

11. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Any executed counterpart of this Agreement delivered by facsimile or other electronic transmission to a party hereto shall constitute an original counterpart of this Agreement.

12. **No Other Modification.** Except as expressly amended by the terms of this Agreement, all other terms and conditions of the Security Agreement shall remain unchanged and in full force and effect.

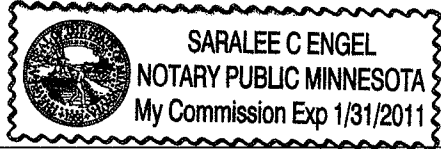
(The signature pages follow.)

COMM-WORKS/FORTRAN, LLC

By: [Signature]
Its: CFO

STATE OF Minnesota
COUNTY OF Hennepin) SS

The foregoing Agreement was acknowledged before me this 16 day of December, 2008, by James Stewart (who is known to me personally or who produced a driver's license as identification), the CFO of COMM-WORKS/FORTRAN, LLC, a Delaware limited liability company, on behalf of such company.



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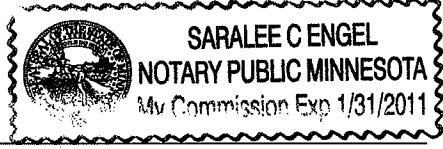
Notary Public
Saralee C Engel

COMM-WORKS/MAHON, LLC

By: [Signature]
Its Vice President

STATE OF Minnesota
COUNTY OF Hennepin) SS

The foregoing Agreement was acknowledged before me this 16 day of December, 2008, by James Stewart (who is known to me personally or who produced a driver's license as identification), the CFO of COMM-WORKS/MAHON, LLC, a Delaware limited liability company, on behalf of such company.



{seal}

Notary Public
Saralee C Engel

M&I MARSHALL & ILSLEY BANK

By: _____
Its: _____

By: _____
Its: _____

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

The foregoing Agreement was acknowledged before me this 17 day of December, 2008, by Scott Kempes and John Lotzer (who are known to me personally or who produced a driver's license as identification), the VP and Officer, respectively, of M&I MARSHALL & ILSLEY BANK, a Wisconsin banking corporation, on behalf of such company.

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Notary Public

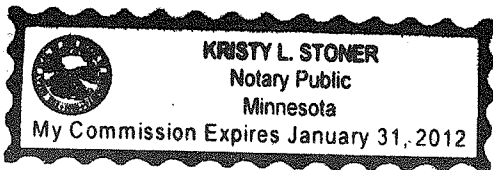


EXHIBIT A

Attached.

SCHEDULE 1

Patents and Patent Applications

Patent	Party	Registration Number	Registration Date
Telecommunications Installation and Management System and Method	Fortran	Registration No. 5875242	02/23/1999
Electrical Conductor Terminal and a Method of Connecting an Electrical Conductor to a Terminal	Fortran	Registration No. 5911593	06/15/1999

SCHEDULE 2

Trademarks and Trademark Applications

Trademark	Party	Registration Number	Filing/Registration Date
SiteMan	Fortran	2,192,970	12/02/1996
Comm-Works and Design	Comm-Works	2,802,207	01/06/2004
Comm-Works	Comm-Works	2,802,206	01/06/2004
Comm-Works	Comm-Works	2,802,060	01/06/2004
Comm-Works and Design	Comm-Works	2,354,591	06/06/2000
Web-Works	Comm-Works	2,918,953	01/18/2005
INTELEX	Intelex	2,830,450	04/06/2004
INTELEX THE INSTALLATION SOURCE NOW YOU'RE CONNECTED. and Design	Intelex	2,975,397	07/26/2005

SCHEDULE 3

Trademark Licenses

License Agreement dated March 3, 2001, by and between Intelix, as successor in interest to Intelix, Inc., an Indiana corporation, and Intelix, Inc., a Delaware corporation with a principal place of business at 123 West Third Street, Little Rock, Arkansas 72203 ("Intelix of Arkansas"), whereby Intelix grants a non-transferable license to use the Intelix trademark to Intelix of Arkansas.

SCHEDULE 4

Copyrights and Copyright Applications

Title	Party	Registration No.	Registration Date
Comm-Works Work Order Systems	Comm-Works	TX5036566	08/24/1999

SCHEDULE 5

Patent Licenses

Patent Purchase Agreement dated December __, 2008 between Holdings and Voanesse P.E. Facility LLC.