

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
Enterprises Computing Services, Inc.		03/09/2009	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	Standard Chartered Bank
Street Address:	1 Basinghall Avenue
Internal Address:	5th Floor
City:	London
State/Country:	UNITED KINGDOM
Entity Type:	PLC:

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	77172234	CORE-ECS
Serial Number:	77172165	CORE-ECS BRIGHT IDEA
Serial Number:	77172127	CORE-ECS STAR
Serial Number:	77172204	CORE-ECS UNIQUE ID
Serial Number:	77062538	ECS BRIGHT IDEA
Serial Number:	77062445	BRIGHT IDEA
Serial Number:	75764330	PATIENT RECORD IMMUNIZATION SYSTEM MANAGER
Serial Number:	75764190	ECSDTOOL QUERY ANY DATA ANYWHERE!

CORRESPONDENCE DATA

Fax Number: (404)527-3671
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 4045274957
 Email: ljackson@mckennalong.com
 Correspondent Name: Leah D Jackson

CH \$215.00 77172234

Address Line 1: 303 Peachtree Street
Address Line 2: Suite 5300
Address Line 4: Atlanta, GEORGIA 30308

ATTORNEY DOCKET NUMBER: 29942.0006

DOMESTIC REPRESENTATIVE

Name: Joseph Stefano
Address Line 1: 1221 Avenue of the Americas
Address Line 2: Allen & Overy
Address Line 4: New York, NEW YORK 10020

NAME OF SUBMITTER: Leah D Jackson

Signature: /ldj/

Date: 03/09/2009

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of March __, 2009 (this **Agreement**), is between Core Education and Consulting Solutions, Inc., a Tennessee corporation (the **Grantor**), and Standard Chartered Bank (SCB), as security agent for the Finance Parties referred to below (in such capacity, the **Security Agent**).

W I T N E S S E T H :

WHEREAS, pursuant to that certain Term Loan Agreement, dated as of March __, 2009 (as amended, modified or supplemented from time to time, the **Credit Agreement**) among the Grantor, Wisdom Global Enterprises Limited, Mr. Sanjeev Mansotra, the financial institution listed in Schedule 1 thereto as original lender SCB, as facility agent, Security Agent, and the account bank (collectively, the **Finance Parties**), the Lender has agreed to make certain Loans to the Grantor;

WHEREAS, as a condition precedent to the execution and delivery of the Credit Agreement, the Grantor executed and delivered that certain Security Agreement, dated as of March __, 2009 (as amended, modified or supplemented from time to time, the **Security Agreement**), between the Grantor and the Security Agent;

WHEREAS, pursuant to the Credit Agreement and the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Security Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure the Secured Liabilities; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees with the Security Agent, for the benefit of the Finance Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. Except where such an assignment, pledge, hypothecation, charge, mortgage or transfer is prohibited by the terms of a license or other agreement or would result in a termination pursuant to the terms of such an agreement or license, the Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Security Agent, for its benefit and the ratable benefit of each other Finance Party, and hereby grants to the Security Agent, for its benefit and the ratable benefit of each other Finance Party, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by such Grantor (the **Trademark Collateral**):

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Schedule I hereto (as may be supplemented from time-to-time), all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively, the **Trademark**);

(b) all Trademark licenses for the grant by such Grantor of any right to use any Trademark and all goodwill of the business associated therewith;

(c) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(d) all proceeds of, and rights associated with, the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Security Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Security Agent for its benefit and the ratable benefit of each other Finance Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Security Agent and each Finance Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Security Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Finance Document. This Agreement is a Finance Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

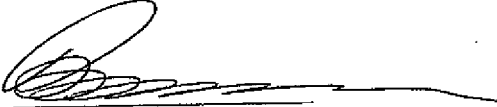
CORE EDUCATION AND CONSULTING SOLUTIONS, INC.

By: _____
Name:
Title:

ACCEPTED AND ACKNOWLEDGED BY:

SECURITY AGENT:

STANDARD CHARTERED BANK

By: 
Name: PAUL THOMPSON
Title: DIRECTOR

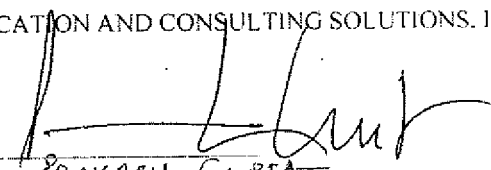
Trademark Security Agreement-Signature Page

IN WITNESS WHEREOF, each of the parties hereto has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

CORE EDUCATION AND CONSULTING SOLUTIONS, INC.

By:


Name: PRAKASH GOPTA
Title: CHIEF EXECUTIVE OFFICER & TREASURER

ACCEPTED AND ACKNOWLEDGED BY:

SECURITY AGENT:

STANDARD CHARTERED BANK

By:

Name: _____
Title: _____

Trademark Security Agreement-Signature Page

TRADEMARK

REEL: 003948 FRAME: 0251

**SCHEDULE I
to Trademark Security Agreement**

Grantor	Mark	Country	Serial Number	Registration Number	Registration Date	Filing Date
Enterprises Computing Services, Inc.*	CORE-ECS	USA	77172234	Abandoned on 2/9/2009	N/A	5/3/2007
Enterprises Computing Services, Inc.*	CORE-ECS BRIGHT IDEA	USA	77172165	Abandoned on 2/9/2009	N/A	5/3/2007
Enterprises Computing Services, Inc.*	CORE-ECS STAR	USA	77172127	Abandoned on 2/9/2009	N/A	5/3/2007
Enterprises Computing Services, Inc.*	CORE-ECS UNIQUE ID	USA	77172204	Abandoned on 1/26/2009	N/A	5/3/2007
Enterprises Computing Services, Inc.*	ECS BRIGHT IDEA	USA	77062538	3350913	12/11/2007	12/12/2006
Enterprises Computing Services, Inc.*	BRIGHT IDEA	USA	77062445	3350912	12/11/2007	12/12/2006
Enterprises Computing Services, Inc.*	PATIENT RECORD IMMUNIZATION SYSTEM MANAGER	USA	75764330	2420879	1/16/2001	7/30/1999
Enterprises Computing Services, Inc.*	ECSDTOOL QUERY ANY DATA ANYWHERE!	USA	75764190	2594886	7/16/2002	7/30/1999

*Indicates entity that was merged into Core Education and Consulting Solutions, Inc.