

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
INTELLIGRATED SYSTEMS, LLC		06/19/2009	LIMITED LIABILITY COMPANY: DELAWARE
INTELLIGRATED, INC.		06/19/2009	CORPORATION: DELAWARE
FKI LOGISTEX, INC.		06/19/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	WELLS FARGO FOOTHILL, LLC, AS AGENT
Street Address:	2450 Colorado Avenue
Internal Address:	Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	2227890	ACCUMAT
Registration Number:	2487611	ACCUZONE
Registration Number:	2883688	ALVEY
Registration Number:	2880841	ALVEY
Registration Number:	2093989	BOSS
Registration Number:	2102524	BUSCHMAN
Registration Number:	2630178	
Registration Number:	2847858	
Registration Number:	1797611	EASYPICK
Registration Number:	2595299	FKI LOGISTEX
Registration Number:	2640333	FKI LOGISTEX

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Registration Number:	0570576	MATHEWS
Registration Number:	2334214	MAXICLAIM
Registration Number:	2886241	REAL TIME SOLUTIONS
Registration Number:	2997149	SNE SYSTEMS
Registration Number:	1055926	STEARNS
Registration Number:	2334213	TRANSITREAD
Registration Number:	3335013	UNISORT
Registration Number:	2825784	INTELLIGRATED MATERIAL HANDLING SOLUTIONS & SERVICES
Registration Number:	2817990	INTELLIGRATED
Registration Number:	2817989	INTELLIGRATED
Registration Number:	2971232	I
Registration Number:	3357263	INCONTROLWARE
Registration Number:	2860764	IN-24X7
Registration Number:	2798602	INTELLISORT
Registration Number:	2811266	INTELLIQ
Registration Number:	2805455	INTELLIMERGE

CORRESPONDENCE DATA

Fax Number: (213)830-8743
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 213.680.6400
Email: kimberley.lathrop@bingham.com
Correspondent Name: Kimberley A. Lathrop
Address Line 1: 355 South Grand Avenue
Address Line 2: Bingham McCutchen LLP
Address Line 4: Los Angeles, CALIFORNIA 90071

NAME OF SUBMITTER:	Kimberley A. Lathrop
Signature:	/Kimberley A. Lathrop/
Date:	06/19/2009

Total Attachments: 12
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 19th day of June, 2009, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO FOOTHILL, LLC**, in its capacity as Agent for the Lender Group and the Bank Product Providers (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of June 19, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among **INTELLIGRATED, INC.**, a Delaware corporation ("Parent"), and each of Parent's Subsidiaries identified on the signature pages thereof (such Subsidiaries are referred to hereinafter each individually as a "Borrower" and individually and collectively, jointly and severally, as the "Borrowers"), the lenders from time to time party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group 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 Lender Group and the Bank Product Providers, that certain Security Agreement dated as of June 19, 2009 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, 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 or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers to secure the Secured Obligations, a continuing first priority security interest in, to the extent also constituting Collateral under the Security Agreement, all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including 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 FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. 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 Lender Group and the Bank Product Providers, pursuant to the Security Agreement. 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. In the event of any conflict between any provision of the Security Agreement and any provision of this Trademark Security Agreement, the provisions of the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. 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, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new registered trademark rights or applications therefor of Grantors which constitute Collateral. 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.

6. 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.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall

mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Providers to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[SIGNATURE PAGE FOLLOWS]

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

INTELLIGATED SYSTEMS, LLC,
a Delaware limited liability company

By: 

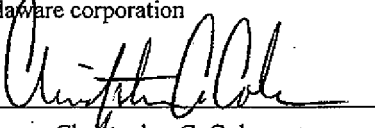
Name: Christopher C. Cole
Title: Chief Executive Officer

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 004008 FRAME: 0691

INTELLIGRATED, INC.,
a Delaware corporation

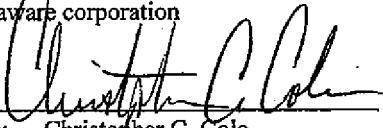
By: _____


Name: Christopher C. Cole
Title: Chief Executive Officer

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 004008 FRAME: 0692

FKI LOGISTEX INC.,
a Delaware corporation

By: 
Name: Christopher C. Cole
Title: Vice President

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 004008 FRAME: 0693

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, LLC,
a Delaware limited liability company,
as Agent

By: *David R. Klages*
Name: DAVID R. KLAGES
Title: VICE PRESIDENT




Signature Page to Trademark Security Agreement

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
FKI LOGISTEX INC.	US	ACCUMAT	2227890	3/22/1999
FKI LOGISTEX, INC.	US	ACCUZONE	2487611	9/11/2001
FKI LOGISTEX INC.	US	ALVEY	2883688	9/14/2004
FKI LOGISTEX INC.	US	ALVEY	2880841	9/7/2004
FKI LOGISTEX INC.	US	BOSS	2093989	9/9/1997
FKI LOGISTEX INC.	US	BUSCHMAN	2102524	10/7/1997
FKI LOGISTEX, INC.	US	DESIGN ("Bug Splat")	2630178	10/8/2002
FKI LOGISTEX, INC.	US	DESIGN ("Bug Splat")	2847858	6/2/2004
FKI LOGISTEX INC.	US	EASY PICK	1797611	10/12/1993
FKI LOGISTEX INC.	US	FKI LOGISTEX	2595299	7/16/2002
FKI LOGISTEX INC.	US	FKI LOGISTEX	2640333	10/22/2002
FKI LOGISTEX INC.	US	MATHEWS (STYLIZED)	0570576	2/17/1953

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
FKI LOGISTEX INC.	US	MAXICLAIM	2334214	3/28/2000
FKI LOGISTEX INC.	US	REAL TIME SOLUTIONS	2886241	9/21/2004
FKI LOGISTEX INC.	US	SNE SYSTEMS	2997149	9/20/2005
FKI LOGISTEX, INC.	US	STEARNS	1055926	1/11/1977
FKI LOGISTEX, INC.	US	TRANSITREAD	2334213	3/28/2000
FKI LOGISTEX, INC.	US	UNISORT	3335013	11/13/2007
FKI LOGISTEX INC.	AUSTRALIA	ALVEY	B283747	12/4/1974
FKI LOGISTEX INC.	AUSTRALIA	ALVEY	677976	11/14/1995
FKI LOGISTEX INC.	JAPAN	ALVEY	4280378	6/4/1999
FKI LOGISTEX INC.	MEXICO	ALVEY	115235	7/5/1988
FKI LOGISTEX INC.	MEXICO	ALVEY	523530	6/11/1996
FKI LOGISTEX INC.	NEW ZEALAND	ALVEY	256339	11/29/1995
FKI LOGISTEX INC.	NEW ZEALAND	ALVEY	110550	12/16/1974
FKI LOGISTEX INC.	CANADA	BOSS	507960	2/12/1999

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
FKI LOGISTEX INC.	MEXICO	BOSS	556304	8/28/1997
FKI LOGISTEX INC.	CANADA	BUSCHMAN	595883	11/27/2003
FKI LOGISTEX INC.	JAPAN	BUSCHMAN & DESIGN	4042819	8/15/1997
FKI LOGISTEX INC.	CANADA	EASY PICK	548610	7/25/2001
FKI LOGISTEX INC.	EP	EASY PICK	1350230	10/17/2001
FKI LOGISTEX INC.	MEXICO	EASY PICK	634587	10/27/1999
FKI LOGISTEX INC.	CANADA	MATHEWS	261932	8/28/1981
FKI LOGISTEX INC.	CANADA	UNISORT	383557	4/26/1991
INTELLIGRATED SYSTEMS, LLC	US		2825784	3/23/2004
INTELLIGRATED SYSTEMS, LLC	US		2817990	2/24/2004
INTELLIGRATED SYSTEMS, LLC	US	INTELLIGRATED	2817989	2/24/2004
INTELLIGRATED SYSTEMS, LLC	US		2971232	7/19/2005

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
INTELLIGRATED SYSTEMS, LLC	US	INCONTROLWARE	3357263	12/18/2007
INTELLIGRATED SYSTEMS, LLC	US	IN-24x7	2860764	7/6/2004
INTELLIGRATED SYSTEMS, LLC	US	INTELLISORT	2798602	12/23/2003
INTELLIGRATED SYSTEMS, LLC	US	INTELLIQ	2811266	2/3/2004
INTELLIGRATED SYSTEMS, LLC	US	INTELLIMERGE	2805455	1/13/2004
INTELLIGRATED SYSTEMS, LLC	CA	INTELLIGRATED	TMA651254	
INTELLIGRATED SYSTEMS, LLC	MX	INTELLIGRATED	772688	
INTELLIGRATED SYSTEMS, LLC	BR	INTELLIGRATED	824933664	
INTELLIGRATED SYSTEMS, LLC	CTM	INTELLIGRATED	2749141	
INTELLIGRATED SYSTEMS, LLC	AU	INTELLIGRATED	917446	
INTELLIGRATED SYSTEMS, LLC	JP	INTELLIGRATED	4724198	
INTELLIGRATED SYSTEMS, LLC	Argentina	INTELLIGRATED	1924418	
INTELLIGRATED SYSTEMS, LLC	Chile	INTELLIGRATED	659108	

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
INTELLIGRATED SYSTEMS, LLC	Colombia	INTELLIGRATED	271576	

Trade Names

Common Law Trademarks

Trademarks Not Currently In Use

Trademark Licenses