

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
Quorum Business Solutions, Inc.		07/29/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 TASMAN DRIVE		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3145077	PGAS THE NEXT STEP IN GAS MEASUREMENT	
Registration Number:	3087492	QUORUM-TIPS	
Registration Number:	2927955	TECHTOOLS	
Registration Number:	2923329	PGAS	
CORRESPONDENCE DATA			
Fax Number:	(650)849-4619		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	650-849-4857		
Email:	jenny.zhang@bingham.com		
Correspondent Name:	Bingham McCutchen, LLP		
Address Line 1:	1900 University Avenue		
Address Line 4:	East Palo Alto, CALIFORNIA 94303		
ATTORNEY DOCKET NUMBER:	0000350967		
NAME OF SUBMITTER:	/Jenny Zhang/		

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Signature:	/Jenny Zhang for Pamela Martinson/
Date:	09/03/2010
Total Attachments: 5 source=Quorum - Trademark Security Agt#page1.tif source=Quorum - Trademark Security Agt#page2.tif source=Quorum - Trademark Security Agt#page3.tif source=Quorum - Trademark Security Agt#page4.tif source=Quorum - Trademark Security Agt#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Agreement*"), dated as of July 29, 2010, is entered into by and between QUORUM BUSINESS SOLUTIONS, INC., a Delaware corporation (the "*Grantor*"), and SILICON VALLEY BANK (the "*Grantee*" or "*Bank*"), as Administrative Agent pursuant to that certain Guarantee and Collateral Agreement, dated as of July 29, 2010, among the Grantee, the Grantor and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*Guarantee and Collateral Agreement*"), and pursuant to that certain Credit Agreement, dated as of July 29, 2010, among the Grantee, the Grantor and the other parties thereto (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "*Credit Agreement*").

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted in favor of Grantee a security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Grantee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security granted by Grantor to Grantee pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to Grantee a security interest in all of Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's Obligations. For the purposes of this Agreement, "Trademarks" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill of Grantor's business associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of Grantor's United States applications and registrations for the Trademarks as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Grantee under the Guarantee and Collateral Agreement. The rights and remedies of the Grantee with respect to the security interest granted hereby are in addition to those set forth in the Guarantee and Collateral Agreement (which is

deemed incorporated by reference herein) and those which are now or hereafter available to the Grantee as a matter of law or equity. The exercise by the Grantee of any one or more of the rights, powers or privileges provided for in this Agreement, in the Guarantee and Collateral Agreement, or now or hereafter existing at law or in equity shall not preclude any other or further exercise by any person, including the Grantee, of any or all other rights, powers or privileges. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. Notwithstanding the foregoing, Grantor authorizes the Grantee, upon notice to Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademark owned or subsequently acquired by Grantor or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Grantee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.


[Signature Page Follows]

IN WITNESS WHEREOF, the parties have cause this Trademark Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

QUORUM BUSINESS SOLUTIONS, INC.

By: 
Name: R. Scott Leeds
Title: President and CEO

Attn: _____

BANK:

Address of Bank:

SILICON VALLEY BANK

By: _____
Name: _____
Title: _____

Attn: _____

[Signature Page to Trademark Security Agreement]

TRADEMARK
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IN WITNESS WHEREOF, the parties have cause this Trademark Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

QUORUM BUSINESS SOLUTIONS, INC.

Attn: _____

By: _____
Name: _____
Title: _____

BANK:

Address of Bank:

SILICON VALLEY BANK

Attn: _____

By: _____
Name: Jay Wadd
Title: RM

[Signature Page to Trademark Security Agreement]

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered/Pending Trademarks:

No.	Registrant/Applicant	Trademark	Reg./App. Number	Reg./App. Date
1.	Quorum Business Solutions, Inc.	PGAS THE NEXT STEP IN GAS MEASUREMENT	3145077	09/19/2006
2.	Quorum Business Solutions, Inc.	QUORUM-TIPS	3087492	05/02/2006
3.	Quorum Business Solutions, Inc.	TECHTOOLS	2927955	02/22/2005
4.	Quorum Business Solutions, Inc.	PGAS	2923329	02/01/2005

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