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
Sirius Computer Solutions, Inc.		11/30/2010	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, N.A., as Administrative Agent
Street Address:	90 South Seventh Street
Internal Address:	MAC N9305-051
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type)	Number	Word Mark
Registration Number	r:	3798699	SIRIUS COMPUTER SOLUTIONS

CORRESPONDENCE DATA

Fax Number: (213)612-2499

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 213-612-2020

Email: lpartmann@orrick.com

Correspondent Name: David Lin

Address Line 1: 777 South Figueroa Street, Suite 3200
Address Line 2: Orrick, Herrington & Sutcliffe LLP

Address Line 4: Los Angeles, CALIFORNIA 90017-5855

ATTORNEY DOCKET NUMBER:	1696-498/1640
NAME OF SUBMITTER:	David Lin
Signature:	/David Lin/
	TRADEMARK

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Date:	11/30/2010
Total Attachments: 4 source=Short Form Grant - Trademarks - Sirius Computer Solutions#page1.tif source=Short Form Grant - Trademarks - Sirius Computer Solutions#page2.tif source=Short Form Grant - Trademarks - Sirius Computer Solutions#page3.tif source=Short Form Grant - Trademarks - Sirius Computer Solutions#page4.tif	

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GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of November 30, 2010, is executed by SIRIUS COMPUTER SOLUTIONS, INC., a Texas corporation (the "Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as the collateral agent for the Secured Parties (in such capacity, together with any successors and assigns in such capacity, the "Collateral Agent") for the financial institutions which are from time to time parties to the Credit Agreement referred to in Recital A below (collectively, the "Lenders"). Unless otherwise defined herein, all other capitalized terms used herein and defined in the Credit Agreement shall have the respective meanings given to those terms in the Credit Agreement.

- A. Pursuant to that certain Credit Agreement, dated as of November 30, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among SCS Holdings I Inc., a Delaware corporation, SCS Holdings II Inc., a Delaware corporation, Sirius Computer Solutions, Inc., a Texas corporation, Sirius Enterprise Systems Group, LLC, a Texas limited liability company and MSI Merger Sub, LLC, a Delaware limited liability company, the Lenders and Wells Fargo Bank, National Association, as Administrative Agent, Collateral Agent, L/C Issuer and Swing Line Lender, the Lenders have agreed to extend loans and other financial accommodations to the Grantor upon the terms and subject to the conditions set forth therein.
- B. The Grantor has adopted, used and is using the trademarks, more particularly described on <u>Schedules 1-A and 1-B</u> annexed hereto and made a part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "<u>Trademarks</u>").
- C. The Grantor and other entities party thereto from time to time have entered into a Security Agreement, dated as of November 30, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent, pursuant to which the Grantor is required to execute and deliver this Grant of Security Interest.
- D. Pursuant to the Security Agreement, the Grantor has granted to the Collateral Agent a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the prompt payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further grant to the Collateral Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

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The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Collateral Agent's address is:

Fax No. (612) 667-7266

Wells Fargo Bank, National Association 90 South Seventh Street, MAC N9305-051 Minneapolis, MN 55402 Attention: Heidi Samuels Tel. No. (612) 667-4201

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IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

SIRIUS COMPUTER SOLUTIONS, INC., a Texas corporation

By:	
Name:	
Title:	

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST TRADEMARKS

"SIRIUS COMPUTER SOLUTIONS", U.S. Trademark Registration No. 3,798,699

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST TRADEMARK APPLICATIONS

None.

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RECORDED: 11/30/2010

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