

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
VPSI, Inc.		12/23/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Prospect Capital Corporation, as Administrative Agent
Street Address:	10 East 40th Street
Internal Address:	44th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10016
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2988191	VPSI
Serial Number:	85168426	V
Serial Number:	85201690	
Serial Number:	85168425	VPSI MOVES THE WORLD
Serial Number:	85146523	WE DO WHAT WE SAY WE'RE GONNA DO
Serial Number:	85200003	VRIDE POWERED BY VPSI

CORRESPONDENCE DATA

Fax Number: (617)526-9899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 6175269600
 Email: cslattery@proskauer.com
 Correspondent Name: Christine Slattery
 Address Line 1: Proskauer Rose LLP
 Address Line 2: One International Place
 Address Line 4: Boston, MASSACHUSETTS 02110

TRADEMARK

900179613

REEL: 004440 FRAME: 0217

CH \$165.00 2988191

ATTORNEY DOCKET NUMBER:	67662/033
NAME OF SUBMITTER:	Christine Slattery
Signature:	/Christine Slattery/
Date:	12/23/2010
Total Attachments: 6 source=VPSI Trademark Security Agreement#page1.tif source=VPSI Trademark Security Agreement#page2.tif source=VPSI Trademark Security Agreement#page3.tif source=VPSI Trademark Security Agreement#page4.tif source=VPSI Trademark Security Agreement#page5.tif source=VPSI Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this December 23, 2010 by the Grantors listed on the signature pages hereof (collectively, jointly and severally, the "Grantors" and each individually the "Grantor"), in favor of PROSPECT CAPITAL CORPORATION, in its capacity as administrative agent for the Lenders (together with its successors, the "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Verde Parent, Inc., a Delaware corporation ("Holdings"), VPSI, Inc. ("Borrower") and certain subsidiaries of the Borrower as Guarantors (as defined therein), the lenders party thereto as "Lenders" ("Lenders"), and the Administrative Agent, the Lenders have agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof,

WHEREAS, the Lenders are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to the Administrative Agent, for the benefit of the Lenders, that certain Security Agreement dated as of the date hereof (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, the Grantors are required to execute and deliver to the Administrative Agent, for the benefit of the Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lenders, to enter into the Credit Agreement, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Administrative Agent for the ratable benefit of the Lenders a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor (collectively, the "Trademark Collateral"):

- (a) each Trademark and application for Trademark of such Grantor listed on Schedule 1 attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all proceeds of any and all of the foregoing.

Notwithstanding anything to the contrary contained herein, the Trademark Collateral shall not include any Excluded Property.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative 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 that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. On the Termination Date (as defined in the Credit Agreement), upon written request of the Grantors, the Administrative Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.


SECTION 5. Execution in Counterparts. This Agreement may be executed in any number or counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

[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.

VPSI, INC.

By: 
Name: Gregory Henning
Title: President & Chief Executive Officer

[TRADEMARK SECURITY AGREEMENT]

ACKNOWLEDGED AND ACCEPTED:

**PROSPECT CAPITAL CORPORATION,
as Administrative Agent**

By:  _____

Name: *GRIEGER ELIASER*

Title: *COO*



[TRADEMARK SECURITY AGREEMENT]


**TRADEMARK
REEL: 004440 FRAME: 0222**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
FEDERAL TRADEMARK REGISTRATIONS

Mark	Owner	Registration Date	Registration No.	Goods / Services
VPSI	VPSI, Inc.	August 23, 2005	2,988,191	IC 039. Carpool and vanpool transportation services, namely, transporting people, vehicle leasing services and consulting services in connection therewith.

FEDERAL TRADEMARK APPLICATION

Mark	Owner	Application Date	App. Serial No.	Goods / Services
	VPSI, Inc.	November 3, 2010	85/168,426	IC 039. Carpool and vanpool transportation services, namely, transporting people, vehicle leasing services and consulting services in connection therewith.
	VPSI, Inc.	December 20, 2010	85/201,690	IC 039. Carpool and vanpool transportation services, namely, transporting people, vehicle leasing services and consulting services in connection therewith.
VPSI MOVES THE WORLD	VPSI, Inc.	November 3, 2010	85/168,425	IC 039. Carpool and vanpool transportation services, namely, transporting people, vehicle leasing services and consulting services in connection therewith.
WE DO WHAT WE SAY WE'RE GONNA DO	VPSI, Inc.	October 6, 2010	85/146,523	IC 039. Carpool and vanpool transportation services, namely, transporting people, vehicle leasing services and consulting services in connection therewith.

	VPSI, Inc.	December 16, 2010	85/200,003	<p>IC 039. Carpool and vanpool transportation services, namely, transporting people, vehicle leasing services and consulting services in connection therewith.</p> <p>IC 045. Online social networking services.</p>
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