

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Idea Integration Corp.		11/15/2012	CORPORATION: FLORIDA

RECEIVING PARTY DATA	
Name:	Wells Fargo Bank, National Association, as Agent
Street Address:	2450 Colorado Avenue, Suite 3000W
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Serial Number:	85439181	.IDEA
Registration Number:	2546372	IDEA INTEGRATION
Registration Number:	2493554	IDEA INTEGRATION
Registration Number:	3554699	IDEA INTERACTIVE
Registration Number:	3163494	IDEA ON DEMAND

CORRESPONDENCE DATA	
Fax Number:	9497200182
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	949-224-6291
Email:	Trademark@Buchalter.com
Correspondent Name:	Farah P. Bhatti
Address Line 1:	18400 Von Karman Ave, Suite 800
Address Line 4:	Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	F6384-1327
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CH \$140.00 85439181

NAME OF SUBMITTER:	Farah P. Bhatti
Signature:	/Farah P. Bhatti/
Date:	11/19/2012
Total Attachments: 8 source=November 16 Trademark Security Agreement#page1.tif source=November 16 Trademark Security Agreement#page2.tif source=November 16 Trademark Security Agreement#page3.tif source=November 16 Trademark Security Agreement#page4.tif source=November 16 Trademark Security Agreement#page5.tif source=November 16 Trademark Security Agreement#page6.tif source=November 16 Trademark Security Agreement#page7.tif source=November 16 Trademark Security Agreement#page8.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") dated as of November 15, 2012, among the Persons listed on the signature pages hereof as Grantors (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), as Agent (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of dated November 15, 2012 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among GORES IDEA HOLDINGS, LLC, a Delaware limited liability company ("Parent"), IDEA INTEGRATION CORP., a Florida corporation (the "Borrower" and together with each other Subsidiary of Parent that executes a joinder to the Credit Agreement as a borrower thereunder, collectively, "Borrowers"), each of the other Borrowers from time to time party thereto, the Lenders (as defined therein) party thereto, Wells Fargo, as Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time 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 November 15, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

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 initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of the Lender Group and the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

- a. all of its Trademarks including those referred to on Schedule I except any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of or render void or result in the cancellation of, any registration issued as a result of such intent-to-use trademark applications under applicable law, provided that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral;

- b. all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
- c. all products and proceeds (as that term is defined in the Code) 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 Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of 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 Interest granted pursuant to this Trademark Security Agreement is 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, 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 Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. 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. TERMINATION. This Trademark Security Agreement shall terminate automatically upon termination of the Security Agreement.

7. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

8. CONSTRUCTION. This Trademark Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement 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 refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement 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). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment or payment in full of the Secured Obligations shall mean the repayment of the Secured Obligations (other than unasserted contingent indemnification Obligations) in Dollars in full in cash or immediately available funds (or, (a) in the case of contingent reimbursement obligations with respect to Letters of Credit, providing Letter of Credit Collateralization, and (b) in the case of Obligations with respect to Bank Products (other than Hedge Obligations), providing Bank Product Collateralization) of all such Secured Obligations (including the payment of any termination amount then applicable (or which would become applicable upon repayment of such other Secured Obligations) under Hedge Agreements provided by Hedge Providers) other than (i) unasserted contingent indemnification Secured Obligations, (ii) any Bank Product Obligations (other than Hedge Obligations) that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding without being required to be repaid or cash collateralized, and (iii) any Hedge Obligations that, at such time, are allowed by the applicable Hedge Provider to remain outstanding without being required to be repaid. Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record.

9. CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER\ PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER SET FORTH IN SECTION 24 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

IDEA INTEGRATION CORP.

a Florida corporation

By: 

Name: Thomas A. Waldman

Title: Vice President and Secretary

TRADEMARK SECURITY AGREEMENT

TRADEMARK

REEL: 004903 FRAME: 0596

AGENT:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

a national banking association, as Agent

By: _____

Name: Carol Glick

Title: Managing Director

TRADEMARK SECURITY AGREEMENT

**TRADEMARK
REEL: 004903 FRAME: 0597**

Schedule I
TRADEMARKS

UNITED STATES TRADEMARKS:

<u>Case</u>	<u>Country</u>	<u>Owner</u>	<u>Appl No</u>	<u>Appl Date</u>	<u>Reg No</u>	<u>Reg Date</u>	<u>Renewal</u>
TM11782US00	United States	Idea Integration Corp.	85/439181	04.10.2011			
IDEA (logotype in colours)							
TM11775US42	United States	Idea Integration Corp.	76/092772	20.07.2000	2546372	12.03.2002	12.03.2022
IDEA INTEGRATION (logotype)							
TM11773US00	United States	Idea Integration Corp.	75/981129	17.12.1999	2493554	25.09.2001	25.09.2021
IDEA INTEGRATION (word)							
TM11780US00	United States	Idea Integration Corp.	77/120778	02.03.2007	3554699	30.12.2008	30.12.2018
IDEA INTERACTIVE (word)							
TM11777US00	United States	Idea Integration Corp.	78/398021	07.04.2004	3163494	24.10.2006	24.10.2016
IDEA ON DEMAND (word)							

OTHER TRADEMARKS:

<u>Case</u>	<u>Country</u>	<u>Owner</u>	<u>Appl No</u>	<u>Appl Date</u>	<u>Reg No</u>	<u>Reg Date</u>	<u>Renewal</u>
TM11782CA00	Canada	Idea Integration Corp.	1546377	04.10.2011			
IDEA (logotype in colours)							
TM11775CA00	Canada	Idea Integration Corp.	1233957	15.10.2004	TMA658495	09.02.2006	09.02.2021
IDEA INTEGRATION (logotype)							
TM11773CA00	Canada	Idea Integration Corp.	1060414	24.05.2000	TMA667560	13.07.2006	13.07.2021
IDEA INTEGRATION (word)							
TM11776CA00	Canada	Idea Integration Corp.	1257475	12.05.2005	TMA686633	26.04.2007	26.04.2022
IDEA.COM (word)							

<u>Case</u>	<u>Country</u>	<u>Owner</u>	<u>Appl No</u>	<u>Appl Date</u>	<u>Reg No</u>	<u>Reg Date</u>	<u>Renewal</u>
TM11782EU00	EU	Idea Integration Corp.	010148071	25.07.2011			
IDEA (logotype in colours)							
TM11773EU00	EU	Idea Integration Corp.	001744275	07.07.2000	001744275	28.02.2003	07.07.2020
IDEA INTEGRATION (word)							
TM11776EU00	EU	Idea Integration Corp.	001744606	07.07.2000	001744606	07.07.2000	07.07.2020
IDEA.COM (word)							
TM11782IN00	India	Idea Integration Corp.	2216590	05.10.2011			
IDEA (logotype in colours)							
TM11782IN01	India	Idea Integration Corp.	2216591	05.10.2011			
IDEA (logotype in colours)							
TM11782WO00	Int. Agreement & Protocol	Idea Integration Corp.			1096637	25.08.2011	25.08.2021
IDEA (logotype in colours) Australia, China, Viet Nam							
TM11782MX41	Mexico	Idea Integration Corp.	1217393	05.10.2011			
IDEA (logotype in colours)							
TM11782MX35	Mexico	Idea Integration Corp.	1217391	05.10.2011			
IDEA (logotype in colours)							
TM11782CH01	Switzerland	Idea Integration Corp.	58575/2011	22.07.2011	620399	19.09.2011	22.07.2021
IDEA (logotype in colours)							
TM11782CH00	Switzerland	Idea Integration Corp.	54310/2011	08.04.2011	618940	25.08.2011	08.04.2021
IDEA (logotype in colours)							
TM11782TH42	Thailand	Idea Integration Corp.	823132	06.10.2011			
IDEA (logotype in colours)							
TM11782TH41	Thailand	Idea Integration Corp.	823131	06.10.2011			
IDEA (logotype in colours)							

<u>Case</u>	<u>Country</u>	<u>Owner</u>	<u>Appl No</u>	<u>Appl Date</u>	<u>Reg No</u>	<u>Reg Date</u>	<u>Renewal</u>
TM11782TH35	Thailand	Idea Integration Corp.	823130	06.10.2011			
IDEA (logotype in colours)							
TM11773GB00	United Kingdom	Idea Integration Corp.		06.07.2000	2238435	01.08.2003	06.07.2020
IDEA INTEGRATION (word)							