

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
Laborlogix, Inc.		01/09/2004	CORPORATION: MARYLAND

RECEIVING PARTY DATA

Name:	Crosshill Georgetown Capital, L.P.
Street Address:	1000 Wilson Boulevard, Suite 1850
City:	Arlington
State/Country:	VIRGINIA
Postal Code:	22209
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	78311635	DATAPATH
Serial Number:	78311636	WORKPATH
Serial Number:	78311627	LABORLOGIX
Serial Number:	78299338	ICOLLECT
Serial Number:	78299335	ICONNECT
Serial Number:	78299318	DECISIONPATH
Serial Number:	78299257	LABORLOGIX
Serial Number:	78299329	
Registration Number:	2331504	TIMEWIZARD
Registration Number:	2310908	
Registration Number:	2331505	TIME WIZARD

CORRESPONDENCE DATA

Fax Number: (404)962-6588

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

Phone: 404-885-3593

TRADEMARK

REEL: 002782 FRAME: 0389

900004602

OP \$290.00 78311635

Email: trademarks@troutmansanders.com
Correspondent Name: Segeda T. Ranjeet, Esq.
Address Line 1: 600 Peachtree Street, N.E., Suite 5200
Address Line 4: Atlanta, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:

224126.000016

NAME OF SUBMITTER:

Segeda T. Ranjeet, Esq.

Total Attachments: 3

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 9, 2004 by and between CROSSHILL GEORGETOWN CAPITAL, L.P ("Lender") and LABORLOGIX, INC. ("Grantor").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor dated January 9, 2004 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the

other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

{[SIGNATURES APPEAR ON THE FOLLOWING PAGE]}

Exhibit C

Trademarks

<u>Description</u>	<u>Registration/Application #</u>	<u>Registration/App Date</u>
DataPath	App# 78311635	10/9/03
WorkPath	App # 78311636	10/9/03
LaborLogix	App# 78311627	10/9/03
Icollect	App# 78299338	9/11/03
Iconnect	App# 78299335	9/11/03
DecisionPath	App# 78299318	9/11/03
LaborLogix Stylized design	App# 78299257	9/11/03
Iconnect Stylized design	App# 78299329	9/11/03
TimeWizard	Reg# 2,331,504	3/21/00
TimeWizard Stylized designed	Reg# 2,310,908	1/25/00
TimeWizard Stylized design	Reg# 2,331,505	3/21/00