

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QRS Corporation		11/15/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	D.B. Zwirn Special Opportunities Fund, L.P.
Street Address:	745 Fifth Avenue, 18th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10151
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 7		
Property Type	Number	Word Mark
Registration Number:	2196774	QUICKRESPONSE SERVICES
Registration Number:	2308276	QRS
Registration Number:	1613589	QRS
Registration Number:	2269499	QRS CATALYST
Registration Number:	2283731	QRS HORIZON
Serial Number:	78379003	QRS
Registration Number:	2306868	QRS

CORRESPONDENCE DATA	
Fax Number:	(213)996-3339
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2136836339
Email:	claudiaimmerzeel@paulhastings.com
Correspondent Name:	Paul Hastings Janofsky & Walker LLP
Address Line 1:	515 S. Flower Street, 25th Floor
Address Line 4:	Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	35331.00030
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OP \$190.00 2196774

NAME OF SUBMITTER:

Claudia R Immerzeel

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 15th day of November, 2004, QRS CORPORATION a Delaware corporation ("Guarantor"), and D.B. ZWIRN SPECIAL OPPORTUNITIES FUND, L.P., in its capacity as Agent for the Lender Group (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of November 15, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Inovis International, Inc., a Delaware corporation ("Parent"), and each of Parent's Affiliates and Subsidiaries identified on the signature pages thereof (such Affiliates and Subsidiaries, together with Parent are referred to hereinafter individually as a "Borrower" and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrowers 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 Guarantor shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Security Agreement dated as of November 15, 2004 (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, Guarantor is required to execute and deliver to Agent, for the benefit of Lender Group, 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, Guarantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Guarantor hereby grants to Agent, for the benefit of the Lender Group, a continuing first priority security interest (subject only to the WFF Agent's Lien) in all of such Guarantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all modifications, reissues, continuations, extensions, and renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Guarantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Guarantor 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.

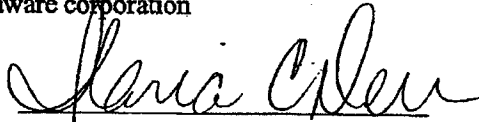
4. AUTHORIZATION TO SUPPLEMENT. If Guarantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Guarantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Guarantor's obligations under this Section 4, Guarantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Guarantor. 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.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature page follows]

IN WITNESS WHEREOF, each Guarantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first above.

QRS CORPORATION,
a Delaware corporation

By: 

Name: Maria C. Derr

Title: President

[SIGNATURE PAGE TO QRS TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND ACKNOWLEDGED


BY:

**D.B. ZWIRN SPECIAL OPPORTUNITIES
FUND, L.P.,**

a Delaware limited partnership, as Agent

By: D.B. Zwirn Partners, LLC, its General
Partner

By: Zwirn Holdings, LLC,
its Managing Member

By: 

Name: DANIEL B. ZWIRN

Title: MANAGING MEMBER

[SIGNATURE PAGE TO QRS TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademarks

Country	Mark	Status	App/Reg Number	App/Reg Date	Current Record Owner
Australia	QRS	Registered	593283	12/30/92	QRS Corporation
Canada	QRS	Pending	1227605	08/19/04	QRS Corporation
Canada	QRS	Registered	TMA551110	09/19/01	QRS Corporation
European Comm.	TRADEWEAVE	Registered	1629120	07/31/02	QRS Corporation
European Comm.	TRADEWEAVE	Registered	1622232	07/06/01	QRS Corporation
European Comm.	QRS	Registered	921494	12/13/99	QRS Corporation
Japan	QRS	Registered	4005427	05/30/97	QRS Corporation
Korea	QRS	Registered	0000675	12/16/99	QRS Corporation
Mexico	QRS	Registered	620369	8/30/99	QRS Corporation
Mexico	QRS	Registered	698969	5/24/01	QRS Corporation
U.S.	QUICK RESPONSE SERVICES	Registered	2196774	10/13/98	QRS Corporation
U.S.	QRS (Stylized)	Registered	2308276	01/18/00	QRS Corporation
U.S.	QRS	Renewed	1613589	09/18/90	QRS Corporation
U.S.	QRS CATALYST	Registered	2269499	08/10/99	QRS Corporation
U.S.	QRS HORIZON	Registered	2283731	10/05/99	QRS Corporation
U.S.	QRS	Pending	78/379003	03/04/02	QRS Corporation
U.S.	QRS (Stylized)	Registered	2306868	01/11/00	QRS Corporation