

**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
Loftware, Inc.		01/28/2005	CORPORATION: MAINE

**RECEIVING PARTY DATA**

Name:	GCG SBIC Investors, LP
Street Address:	10 Wright Street
City:	Westport
State/Country:	CONNECTICUT
Postal Code:	06880
Entity Type:	PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark
Serial Number:	78411210	I-PUSH
Serial Number:	78431659	GLOBAL MARKING
Serial Number:	78411240	GLOBAL MARKING SOLUTIONS
Serial Number:	78411216	LOFTWARE CONNECTOR
Serial Number:	78411212	I-PULL
Serial Number:	78411205	LPS
Serial Number:	78411201	LOFTWARE PRINT SERVER
Serial Number:	75580836	
Registration Number:	2309051	
Serial Number:	75582056	
Registration Number:	2325785	
Serial Number:	75172383	LLM-WIN
Registration Number:	2112055	LLM-WIN
Serial Number:	74360465	LLM

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Registration Number:	1797674	LLM
Serial Number:	74360551	LOFTWARE
Registration Number:	1827853	LOFTWARE
Serial Number:	73728006	LOFTWARE
Registration Number:	1514483	LOFTWARE

**CORRESPONDENCE DATA**

Fax Number: (203)429-2010

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

Phone: 914-835-3239

Email: jstockton914@aol.com

Correspondent Name: John Stockton

Address Line 1: 5 Indian Trail

Address Line 4: Harrison, NEW YORK 10528

NAME OF SUBMITTER:	John B. Stockton
Signature:	/John Stockton/
Date:	02/23/2005

**Total Attachments: 8**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (This "**Agreement**"), dated as of January 28, 2005, is between LOFTWARE, INC., a Maine corporation, ("**Debtor**"), and GCG SBIC INVESTORS, LP, a Delaware limited partnership ("**Lender**").

### Background

1. Debtor and Lender are parties to the Loan Agreement (such term and other capitalized terms used in these recitals are defined below), pursuant to and subject to the terms of which Lender has agreed to make the Loan.

2. To induce Lender to make the Loan, Debtor wishes to grant to Lender a continuing security interest in the collateral described herein to secure the Obligations.

NOW, THEREFORE, in consideration of the foregoing and the covenants herein, the parties agree as follows:

SECTION 1. *Defined Terms and Construction.* Capitalized terms used but not defined herein shall have the respective meanings assigned thereto in the Loan Agreement, and the provisions of Section 1.03 of the Loan Agreement are hereby incorporated herein, as if set forth herein in full, *mutatis mutandis*. No reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Trademark Collateral by Debtor. The following terms have the following meanings when used herein:

"**Loan Agreement**" means the Loan Agreement dated as of the date hereof between Debtor and Lender.

"**Obligations**" means all of the obligations, covenants, liabilities, duties and indebtedness of each Credit Party under the Financing Documents, whether direct or indirect, joint or several, absolute or contingent, due or to become due, or now existing or hereafter arising, including: (a) the obligation to pay principal and interest (including any interest which accrues after the commencement of any case or proceeding relating to the bankruptcy, insolvency or reorganization of Debtor or any other Credit Party, whether or not allowed or allowable as a claim in such proceeding) on the Loan or any Note and (b) all other amounts now or hereafter payable by any Credit Party under the Loan Agreement, the Note or any other Financing Document.

"**PTO**" means the United States Patent and Trademark Office.

"**Trademark Collateral**" has the meaning set forth in Section 2.

“UCC” means the Uniform Commercial Code in effect on the date hereof in the State of New York; provided, that if by reason of mandatory provisions of law, the perfection or the effect of perfection or non-perfection of the security interest created by this Agreement in any Trademark Collateral is governed by the Uniform Commercial Code of any jurisdiction other than New York, “UCC” means the Uniform Commercial Code in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or the effect of perfection or non-perfection; and further provided, that to the extent that the UCC is used to define any term herein and such term is defined differently in different Articles or Divisions of the UCC, the definition of such term contained in Article or Division 9 shall govern.

SECTION 2. *Security Interest.*

(a) Grant of Security Interest. As security for the due, full and punctual payment and performance of the all of the Obligations, Debtor hereby assigns, transfers and conveys to the Lender, and grants to Lender a security interest in, lien on and mortgage of, all of Debtor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "**Trademark Collateral**"):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) the entire goodwill of or associated with the businesses now or hereafter conducted by Debtor connected with and symbolized by any of the aforementioned properties and assets;

(iii) all general intangibles (as defined in the UCC) and all intangible intellectual or other similar property of Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iv) all proceeds (as defined in the UCC) of any and all of the foregoing Trademark Collateral (including license royalties, rights to payment, accounts receivable

and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Trademark Collateral.

(b) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 11.

SECTION 3. *Supplement to Security Documents*. This Agreement has been entered into in conjunction with the security interests granted to Lender under the Security Agreement and the other Security Documents. The rights and remedies of Lender with respect to the security interests granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement and the other Security Documents.

SECTION 4. *Representations and Warranties*. Debtor represents and warrants to Lender (which representations and warranties shall survive the execution and delivery of this Agreement) that a true and correct list of all of the existing Trademark Collateral consisting of U.S. trademarks, trademark registrations and trademark applications owned by Debtor, in whole or in part, is set forth in Schedule A.

SECTION 5. *Further Acts*. On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action requested by Lender as may be necessary or advisable to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Lender to exercise and enforce its rights and remedies hereunder with respect to the Trademark Collateral, including executing and delivering any documents for filing with the PTO or any applicable state office. Lender may record this Agreement, an abstract thereof, or any other document describing Lender's interest in the Trademark Collateral with the PTO, at the expense of Debtor. In addition, Debtor authorizes Lender to file financing statements describing the Trademark Collateral in any UCC filing office deemed appropriate by Lender.

SECTION 6. *Authorization to Supplement*. If Debtor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Debtor's obligations under Section 5, Debtor authorizes Lender unilaterally to modify this Agreement by amending Schedule A to include any such new trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Lender's continuing security interest in all Trademark Collateral, whether or not listed on Schedule A.

SECTION 7. *Binding Effect.* This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Lender and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder. Lender may not sell, assign or otherwise transfer its rights hereunder except as permitted herein or in connection with a sale, assignment or transfer of all or a part of the Loan that is permitted under the Loan Agreement.

SECTION 8. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York applicable to contracts executed and to be fully performed in the State of New York, except as required by mandatory provisions of law or to the extent the perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Trademark Collateral are governed by the law of a jurisdiction other than New York.

SECTION 9. *Entire Agreement; No Waiver; Amendment; the Subordination Agreement.* This Agreement and the Loan Agreement and the other Financing Documents, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties. Notwithstanding the foregoing, Lender unilaterally may modify, amend or supplement Schedule A as provided in Section 6. To the extent that any provision of this Agreement conflicts with any provision of the Loan Agreement or any other Financing Document, the provision giving Lender greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Lender under any thereof. All rights, remedies, and powers provided in this Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of the Subordination Agreement, and all the provisions of this Agreement are intended to be subject to the terms and conditions of the Subordination Agreement.

SECTION 10. *Counterparts.* This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

SECTION 11. *Termination.* Upon payment and performance in full of all monetary Obligations, other than contingent indemnification obligations not then due and payable and not reasonably likely to become due and payable, the security interests created by this Agreement shall terminate (subject to reinstatement as provided in Section 3.1 of the Security Agreement) and Lender (at Debtor's expense) shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to Lender hereunder, including cancellation of this Agreement by written notice from Lender to the PTO.

SECTION 12. *No Inconsistent Requirements.* Debtor acknowledges that this Agreement and the other Financing Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 13. *Severability.* If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

SECTION 14. *Notices.* All notices and other communications hereunder shall be in writing and shall be given and deemed received as set forth in Section 9.03 of the Loan Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the date first written above.

SOFTWARE, INC.

By: *Eric Anderson*  
Name: Eric B. Anderson  
Title: CEO

GCG SBIC INVESTORS, LP

By: GCG SBIC General Partner Corporation  
its General Partner

By: \_\_\_\_\_  
Name: Kenneth MacArtney  
Title: Senior Vice President



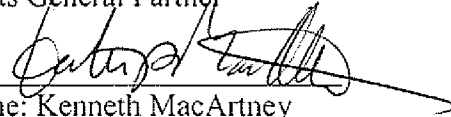
IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the date first written above.

LOFTWARE, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



GCG SBIC INVESTORS, LP

By: GCG SBIC General Partner Corporation  
its General Partner

By:   
Name: Kenneth MacArtney  
Title: Senior Vice President

**Schedule A**

U.S. Trademarks of Debtor

United States		
Serial Number	Reg. Number	Mark
78411210		I-PUSH
78431659		GLOBAL MARKING
78411240		GLOBAL MARKING SOLUTIONS
78411216		LOFTWARE CONNECTOR
78411212		I-PULL
78411205		LPS
78411201		LOFTWARE PRINT SERVER
75580836	2309051	
75582056	2325785	
75172383	2112055	LLM-WIN
74360465	1797674	LLM
74360551	1827853	LOFTWARE
73728006	1514483	LOFTWARE