

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
Deltek Systems, Inc.		04/22/2005	CORPORATION: VIRGINIA

RECEIVING PARTY DATA	
Name:	Credit Suisse First Boston, as Collateral Agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank:

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1674008	DELTEK
Registration Number:	1978814	COSTPOINT
Registration Number:	2456747	ET ENTERPRISE
Registration Number:	2547994	GCS PREMIER
Registration Number:	2561217	SEMA4.COM
Registration Number:	2835962	DELTEK VISION
Serial Number:	76529425	GOVWIN

CORRESPONDENCE DATA	
Fax Number:	(866)459-2899
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>
Phone:	202-783-2700
Email:	pagodoa@federalresearch.com
Correspondent Name:	CBC Companies dba Federal Research
Address Line 1:	1030 Fifteenth Street, NW, Suite 920
Address Line 2:	attn: Penelope J.A. Agodoa

CH \$190.00 1674008

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:

Sharon E. Chism

Signature:

/sec/

Date:

05/24/2005

Total Attachments: 7

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TRADEMARK/TRADE NAMES OWNED BY DELTEK SYSTEMS, INC.

U.S. Trademark Registrations

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
DELTEK	February 4, 1992	1,674,008
COSTPOINT	June 4, 1996	1,978,814
ET ENTERPRISE	June 5, 2001	2,456,747
GCS PREMIER	March 12, 2002	2,547,994
SEMA4	April 16, 2002	2,561,217
DELTEK VISION	April 27, 2004	2,835,962

U.S. Trademark Applications

<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
GOVWIN	July 15, 2003	76/529,425

TRADEMARK SECURITY AGREEMENT (this "*Agreement*") dated as of April 22, 2005, among DELTEK SYSTEMS, INC., a Virginia corporation (the "*Borrower*"), DELTEK SYSTEMS (PHILIPPINES), LTD., a Virginia corporation (the "*Subsidiary Guarantor*"), and CREDIT SUISSE FIRST BOSTON, as collateral agent (in such capacity, the "*Collateral Agent*").

Reference is made to the Guarantee and Collateral Agreement dated as of April 22, 2005 (as amended, supplemented or otherwise modified from time to time, the "*Security Agreement*"), among the Borrower, the Subsidiary Guarantor and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement dated as of April 22, 2005, among the Borrower, the lenders party thereto and Credit Suisse First Boston, as administrative agent (as amended, supplemented or otherwise modified from time to time (the "*Credit Agreement*"). The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiary Guarantor is an affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement or the Security Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "*Trademark Collateral*"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office), and all extensions or renewals thereof, including those listed on Schedule I hereto;

(b) all goodwill associated therewith or symbolized thereby; and

(c) all other assets, rights and interests that uniquely reflect or embody such goodwill;

but excluding in all cases any intent-to-use United States trademark application for which an amendment to allege use or statement of use has not been filed under 15 U.S.C § 1051(c) or 15 U.S.C § 1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

DELTEK SYSTEMS, INC.,

By Lou L. Becker
Name: Lou Becker
Title: CEO

DELTEK SYSTEMS (PHILIPPINES), LTD.,

By Lou L. Becker
Name: Lou Becker
Title: CEO

CREDIT SUISSE FIRST BOSTON, as Collateral Agent,

by

Name:
Title:

[[VVC08P.180913]]

TRADEMARK/TRADE NAMES OWNED BY DELTEK SYSTEMS, INC.

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