

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
GFI Software LTD	FORMERLY GFI Fax & Voice Limited	05/05/2005	CORPORATION: VIRGIN ISLANDS, BRITISH

**RECEIVING PARTY DATA**

<b>Name:</b>	The Bank of New York, as collateral agent for the benefit of the Tranche A Lenders
<b>Street Address:</b>	101 Barclay Street - 8 East
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10286
<b>Entity Type:</b>	CORPORATION: NEW YORK

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	2229723	FAXMAKER
Registration Number:	2695818	GFI
Registration Number:	2582333	GFI
Registration Number:	2845033	GFIMAILSECURITY
Registration Number:	2774369	LANGUARD
Registration Number:	2428215	MAIL ESSENTIALS

**CORRESPONDENCE DATA**

**Fax Number:** (714)755-8290  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
**Phone:** 714-540-1235  
**Email:** ipdocket@lw.com  
**Correspondent Name:** Julie L. Dalke  
**Address Line 1:** 650 Town Center Drive, Suite 2000  
**Address Line 4:** Costa Mesa, CALIFORNIA 92626

**OP \$165.00 2229723**

NAME OF SUBMITTER:	Anna T Kwan
Signature:	/atk/
Date:	06/14/2005

Total Attachments: 10  
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## TRANCHE A TRADEMARK SECURITY AGREEMENT

TRANCHE A TRADEMARK SECURITY AGREEMENT, dated as of May 5, 2005, among Gee FI Holdings Limited, a limited company incorporated in the British Virgin Islands (the "Company"), the Subsidiary Guarantors (together with the Company, the "Debtors" and each a "Debtor") and The Bank of New York, as collateral agent for the benefit of the Tranche A Lenders (the "Collateral Agent").

The Debtors and the Collateral Agent hereby agree as follows:

### **SECTION 1. Definitions; Interpretation.**

(a) **Terms Defined in Credit Agreement.** All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.

(b) **Certain Defined Terms.** As used in this Agreement, the following terms shall have the following meanings:

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

"Credit Agreement" means that certain Credit Agreement, dated as of the date hereof, among the Company, the Subsidiary Guarantors, the Lenders and the Collateral Agent.

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

"UCC" means the Uniform Commercial Code as in effect in the State of New York.

(c) **Terms Defined in UCC.** Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) **Construction.** In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by the Debtors; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Credit Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

**SECTION 2. Security Interest. Grant of Security Interest.** As security for the payment and performance of the Obligations, each Debtor hereby grants to the Collateral Agent a security interest in, and a mortgage upon, all of such 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 such Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "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 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 such Debtor connected with and symbolized by any of the aforementioned properties and assets;

(iii) all general intangibles and all intangible intellectual or other similar property of such 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 of any and all of the foregoing 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 Collateral Agent 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 Collateral.

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

**SECTION 3. Supplement to Credit Agreement.** This Agreement has been entered into in conjunction with the security interests granted to the Collateral Agent under the Credit Agreement or other security documents referred to therein. The rights and remedies of the Collateral Agent with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

**SECTION 4. Representations and Warranties.** Each Debtor represents and warrants to Collateral Agent that:

(a) **Trademarks.** A true and correct list of all of the existing Collateral consisting of U.S. registered trademarks or applications owned by such Debtor, in whole or in part, is set forth in Schedule A.

**SECTION 5. Further Acts.** On a continuing basis, each 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 as may be necessary or advisable or may be requested by the Collateral Agent 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 the Collateral Agent to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. The Collateral Agent may record this Agreement, an abstract thereof, or any other document describing the Collateral Agent's interest in the Collateral with the PTO, at the expense of the Debtors. In addition, each Debtor authorizes the Collateral Agent to file financing statements describing the Collateral in any UCC filing office deemed appropriate by the Collateral Agent. If any Debtor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, such Debtor shall immediately notify the Collateral Agent in a writing signed by such Debtor of the brief details thereof and grant to the Collateral Agent in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Collateral Agent.

**SECTION 6. Authorization to Supplement.** If any Debtor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Each Debtor shall give prompt notice in writing to the Collateral Agent with respect to any new trademark applications or registrations. Without limiting the Debtors' obligations under this Section 6, each Debtor authorizes the Collateral Agent to modify this Agreement by amending Schedule A to include any such new patent or 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 the Collateral Agent's continuing security interest in all 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 the Debtors, the Collateral Agent and their respective successors and assigns. No Debtor may assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Credit Agreement.

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

**SECTION 9. Entire Agreement; Amendment.** This Agreement and the Credit Agreement, together with the Schedules hereto and thereto, 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, as provided in the Credit Agreement. Notwithstanding the foregoing, the Collateral Agent unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Credit Agreement, the provision giving the Collateral Agent 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 the Collateral Agent under the Credit Agreement.

**SECTION 10. Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

**SECTION 11. Termination.** Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and the Collateral Agent (at each Debtor's expense) shall promptly execute and deliver to the Company such documents and instruments reasonably requested by the Company (on behalf of the applicable Debtor) as shall be necessary to evidence termination of all such security interests given by the applicable Debtor to the Collateral Agent hereunder, including cancellation of this Agreement by written notice from the Collateral Agent to the PTO.

**SECTION 12. No Inconsistent Requirements.** Each Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and each Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

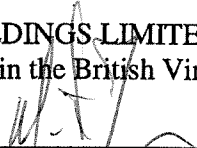
**SECTION 13. Severability.** If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to 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 mailed, sent or delivered in accordance with the Credit Agreement.

**[Remainder of page intentionally left blank.]**

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

GEE FI HOLDINGS LIMITED, a company  
incorporated in the British Virgin Islands

By:   
Name: Michael Frippett  
Title: Vice President

[Trademark Security Agreement]

TRADEMARK  
REEL: 003103 FRAME: 0529



GFI SOFTWARE LTD, a company incorporated in  
the British Virgin Islands

By: 

Name: NICHOLAS Galea

Title: DIRECTOR

[Trademark Security Agreement]

TRADEMARK

REEL: 003103 FRAME: 0530

THE BANK OF NEW YORK, as Collateral Agent

By: *Mervyn H. Yan*

Title: MERVYN H. YAN  
**ASSISTANT TREASURER**



