

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
BCC Software, Inc.		07/08/2005	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Harris N.A., as successor by merger to Harris Trust and Savings Bank, as administrative agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76606800	TRAYMATE	
CORRESPONDENCE DATA			
Fax Number:	(312)803-5299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603-4080		
NAME OF SUBMITTER:	Richard Kalwa		
Signature:	/richard kalwa/		
Date:	07/08/2005		

CH 76606800 \$40.00

Total Attachments: 5

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TRADEMARK COLLATERAL AGREEMENT

This 8th day of July, 2005, BCC SOFTWARE, INC., an Illinois corporation ("*Debtor*"), with its principal place of business and mailing address at 75 Josons Drive, Henrietta, New York, 14623, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, mortgages and pledges to HARRIS N.A. (as successor by merger to Harris Trust and Savings Bank), a national banking association, ("*Harris*") with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for Lenders defined in that certain Security Agreement hereinafter defined (said Harris acting as such agent and any successor or successors to said Harris in such capacity being hereinafter referred to as "*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

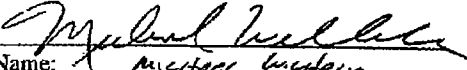
(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

provided that no security interest shall be granted in the United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law (all of the foregoing being herein sometimes referred to as the "*Trademark Collateral*"), to secure performance of all Secured Obligations as defined in that certain Security Agreement dated as of September 25, 2003, as amended and supplemented, by and among Debtor, the other Debtors party thereto and Secured Party (the "*Security Agreement*"). Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered trademark.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the mortgage, pledge and 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.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

BCC SOFTWARE, INC.

By 
Name: Michael W. Miller
Title: VP

Accepted and agreed to in Chicago, Illinois as of the date first above written.

HARRIS N.A., as successor by merger to Harris
Trust and Savings Bank, as Secured Party

By _____
Name:
Title:

Signature Page to Trademark Collateral Agreement

TRADEMARK
REEL: 003118 FRAME: 0892

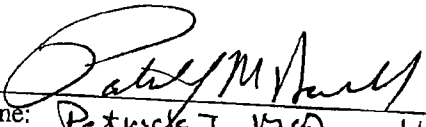
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

BCC SOFTWARE, INC.

By _____
Name: _____
Title: _____

Accepted and agreed to in Chicago, Illinois as of the date first above written.

HARRIS N.A., as successor by merger to Harris
Trust and Savings Bank, as Secured Party

By  _____
Name: Patrick J. McDonnell
Title: Managing Director

SCHEDULE A-1

TO TRADEMARK COLLATERAL AGREEMENT

COMMON LAW TRADEMARKS

TRADEMARKS	DATE OF FIRST USE
Mail Manager 2000	1987
Mail Manager 2010	1998
Mail Manager 2010 LE	2001
Tag It (discontinued)	1996
Tag It Pro	2003
Tray Mate II	1998
Tray Mate 3 II	N/A
ZIPFource	2005
Where's My Mail	2005
Taskmaster	2001
Move Manager	1999

**REGISTERED U.S. TRADEMARKS
AND TRADEMARK APPLICATIONS**

REGISTERED U.S. TRADEMARKS

None.

PENDING TRADEMARK APPLICATIONS

PENDING U.S. TRADEMARK APPLICATIONS	FILING NO.
TrayMate	76-606800

SCHEDULE A-2

TO TRADEMARK COLLATERAL AGREEMENT

TRADEMARK LICENSES

None.