

S/S/S

05-09-2005

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102997594

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Datatel Acquisition Corp. [ ] Individual(s) [ ] Association [ ] General Partnership [ ] Limited Partnership [X] Corporation-State [ ] Other

Additional name(s) of conveying party(ies) attached? [X] Yes [ ] No

3. Nature of conveyance: [ ] Assignment [ ] Merger [ ] Security Agreement [ ] Change of Name [X] Other First Lien Security Agreement

Execution Date: April 5, 2005

2. Name and Address of receiving party(ies) Name: Credit Suisse First Boston

Internal Address:

Street Address: 11 Madison Avenue

City: New York State: NY Zip: 10010

[ ] Individual(s) citizenship

[ ] Association

[ ] General Partnership

[ ] Limited Partnership

[ ] Corporation-State:

[X] Other Swiss Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [ ] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached: [ ] Yes [X] No

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 78/444,619 78/457,427 78/444,604

B. Trademark Registration No.(s) See Attached

Additional number(s) attached [X] Yes [ ] No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Intellectual Property Docketing

Internal Address: SHEARMAN & STERLING LLP

Street Address: 599 Lexington Avenue

City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 16

7. Total fee (37 CFR 3.41) \$ 440.00

[X] Enclosed

[X] Authorized to be charged to deposit account

8. If check is missing or otherwise insufficient, charge deposit account number:

50-0324

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Scott D. Lyne

Name of Person Signing

Signature

May 3, 2005

Date

Total number of pages including cover sheet, attachments, and document: 18

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

05/06/2005 GT0N11 00000048 78444619

01 FC:8521 02 FC:8522

40.00 DP 375.00 DP

NYDOCS04/429831.1

TRADEMARK REEL: 003157 FRAME: 0116

# Continuation of Trademark Recordation Form Cover Sheet

## Continuation of Box 1:

<p>2. Name of conveying party(ies):</p> <p style="margin-left: 20px;">DATATEL MERGERSUB, INC.</p> <p> <input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State  <input type="checkbox"/> Other _____         </p>	<p>5. Name of conveying party(ies):</p> <p style="margin-left: 20px;">LETATAD, LLC</p> <p> <input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input type="checkbox"/> Corporation-State  <input checked="" type="checkbox"/> Other <u>Limited Liability Company</u> </p>
<p>3. Name of conveying party(ies):</p> <p style="margin-left: 20px;">DATATEL, INC.</p> <p> <input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State  <input type="checkbox"/> Other _____         </p>	<p>6. Name of conveying party(ies):</p> <p style="margin-left: 20px;">Liquidmatrix Corp.</p> <p> <input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State  <input type="checkbox"/> Other _____         </p>
<p>4. Name of conveying party(ies):</p> <p style="margin-left: 20px;">DATATEL HOLDINGS, INC.</p> <p> <input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State  <input type="checkbox"/> Other _____         </p>	

## Continuation of Box 4:

### Registration Numbers

2,722,826	2,327,603	2,413,401	2,722,828	2,095,534
2,273,361	2,752,192	1,292,554	2,434,475	2,892,610
1,628,728	2,093,403	2,752,191		

**NO ADDITIONAL PAGES**

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated April 5, 2005, is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of Credit Suisse First Boston, acting through one or more of its branches or any Affiliate thereof ("CSFB"), as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Datatel, Inc. (as surviving entity of the Merger), a Virginia corporation, has entered into a Credit Agreement dated as of April 5, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with CSFB, as Administrative Agent and Collateral Agent, Wells Fargo Foothill, Inc., as Syndication Agent, and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans by the Lenders and the issuance of Letters of Credit by the L/C Issuer under the Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated April 5, 2005 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following, except to the extent any applicable law, regulation or agreement with a domain name registrar prohibits the creation of a security interest therein or would otherwise invalidate any Grantor's right, title or interest therein (the "*Collateral*"):

(i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in 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), together with the goodwill symbolized thereby (the "*Trademarks*");

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "*Copyrights*");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.


SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

DATATEL ACQUISITION CORP.

By Scott Crabill  
Name: Scott Crabill  
Title: Vice President

DATATEL MERGERSUB, INC.

By   
Name:  
Title:

Address for Notices:  
9990 Princeton Road  
Cincinnati, OH 45246

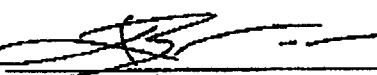
DATATEL, INC.

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

Address for Notices:

\_\_\_\_\_  
\_\_\_\_\_

DATATEL HOLDINGS, INC.

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

Address for Notices:

\_\_\_\_\_  
\_\_\_\_\_

LETATAD, LLC

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

Address for Notices:

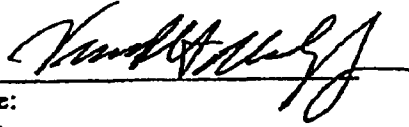
\_\_\_\_\_  
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LIQUIDMATRIX CORP.

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

Address for Notices:  
9990 Princeton Road  
Cincinnati, OH 45246

DATATEL, INC.

By   
Name:  
Title:

Address for Notices:  
\_\_\_\_\_  
\_\_\_\_\_

DATATEL HOLDINGS, INC.

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


Address for Notices:  
\_\_\_\_\_  
\_\_\_\_\_

LETATAD, L.L.C.

By   
Title:

Address for Notices:  
\_\_\_\_\_  
\_\_\_\_\_

LIQUIDMATRIX CORP.

By   
Title:



**DATATEL MERGER SUB, INC.**

**DISCLOSURE SCHEDULES**  
**TO**  
**IP SECURITY AGREEMENT**  
**FIRST & SECOND LIEN DOCUMENTS**

**SCHEDULE A**

**Patents and Patent Applications**

None.

**SCHEDULE B**

**Trademark and Service Mark Registrations and Applications**

**Unregistered Trademarks**

**Datatel, Inc.**

**www.datatel.com**

HOW HIGHER EDUCATION DOES BUSINESS  
COLLEAGUESTUDENT  
COLLEAGUEFINANCIAL AID  
COLLEAGUEFINANCE  
COLLEAGUEADVANCEMENT  
COLLEAGUEHR

The following are identified as unregistered trademarks on the Legal Terms and Disclaimers page of the website, <http://www.datatel.com/corporate/copyright.cfm>:

BENEFACTOR  
FACULTY DESKTOP  
FRONTVIEW  
POWERSVIEW  
WEBVIEW

The following trademarks were identified by Datatel as no longer being registered:  
QED (application was abandoned 1-31-83)  
PREFECT (application was canceled 1-18-94)  
ENVISION (application was abandoned 2-28-83)  
COLLEAGUE (stylized), Reg. No. 1,292,554

**www.datatel-users.org**

**MYDUG**

**Internet Articles**

THE HUB  
E-LIONnet  
WEBADVISOR

(These three are software compilations produced for clients by Datatel, and owned by Datatel.)

**LiquidMatrix Corporation**

ACTIVEAPPLY

**Registered Trademarks**

See attached Exhibit X which is incorporated herein by reference.

## SCHEDULE C

### Copyright Registrations and Applications and Exclusive Copyright Licenses

#### U.S. Copyright Registration

1. ActiveCampus ActiveAthletics V1.8 User Guide, Registration No. TXu-116-533.
2. ActiveCampus ActiveAdmissions V1.9 Product Specifications and User Guide TXu-1-154-761
3. ActiveCampus ActiveAlumni V1.8 Product Specifications and User Guide TXu-1-143-135
4. ActiveCampus Content Management System V1.9 Product Specifications and User Guide TXu-1-120-458
5. ActiveCampus ActiveAlumni V1.9 Computer Program TXu-1-107-468
6. ActiveCampus ActiveAdmissions V1.9 Computer Program TXu-1-105-764
7. ActiveCampus ActiveAthletics V1.9 Computer Program TXu-1-107-365
8. ActiveCampus Content Management System 1.9 Computer Program TXu-1-123-073

**EXHIBIT X**

Mark	Owner (Country/State)	App. No.	Date Filed	Reg. No.	Reg. Date	Goods/Services/Class	Status
COLLEAGUE	Datatel, Inc. (Canada Application)	122422000	07/20/2004			WARES; Computer Software, for Use in Enterprise Resource Planning Systems; SERVICES; Computer Services, Namely Designing Computer Application Software for Educational Institutions	Pending
DATA TEL (Stylized)	Datatel, Inc. (Canada Application)	122722100	08/17/2004			SERVICES; Custom Design of Computer Applications Systems, Computer Programming Services, and Distributorship Services Featuring Computer Hardware Systems	Pending
COLLEAGUE	Datatel, Inc. (US Application)	78/444,619	07/01/2004			Computer Software, for Use in Enterprise Resource Planning System, in Class 9	Pending
DATA TEL (Stylized)	Datatel, Inc. (US Application)	78/457,427	07/27/2004			Custom Design of Computer Applications Systems, Computer Programming Services, and Distributorship Services Featuring Computer Hardware Systems, in Class 42	Pending
COLLEAGUE	Datatel, Inc. (US Application)	78/444,604	07/01/2004			Computer Services, Namely, Designing Computer Application Software for Educational Institutions, in Class 42	Pending

Mark	Owner (Country/State)	App. No.	Date Filed	Reg. No.	Reg. Date	Goods/Services/Class	Status
THE CENTER FOR INSTITUTIONAL EFFECTIVENESS	Datatel, Inc. (US Registration)	76/392,967	04/08/2002	2,722,826	06/03/2003	Educational Services, Namely, Conducting Training Workshops and Seminars, in the Field of Business Management for Institutions of Higher Learning, in Class 41	Combined Declaration of Use and Incontestability Due Between 06/03/2008 and 06/03/2009
COLLEAGUEWEB	Datatel, Inc. (US Registration)	75/310,217	06/17/1997	2,273,361	08/31/1999	Computer Software for Use in Database Management on a Global Computer Information Network, in Class 9	Combined Declaration of Use and Incontestability Due Between 08/31/2004 and 08/31/2005
DATATEL	Datatel, Inc. (US Registration)	73/829,307	10/04/1989	1,628,728	12/18/1990	Custom Design of Computer Applications Systems, Computer Programming Services, and Distributorship Services Featuring Computer Hardware Systems, in Class 42	Second Renewal Due Between 2/18/2009 and 12/18/2010
TECHNOLOGY WORKING FOR PEOPLE	Datatel, Inc. (US Registration)	75/354,025	09/09/1997	2,327,603	03/14/2000	Custom Design for Others of Computer Application Systems, and Computer Programming Services, in Class 42	Combined Declaration of Use and Incontestability Due Between 03/14/2005 and 03/14/2006
THE CENTER FOR INSTITUTIONAL EFFECTIVENESS and Design	Datatel, Inc. (US Registration)	76/402,463	05/01/2002	2,752,192	08/19/2003	Consulting Services, Namely, Conducting Quality Assurance Reviews, in the Field of Business Management for Institutions of Higher Learning, in Class 35	Combined Declaration of Use and Incontestability Due Between 08/19/2008 and 08/19/2009
TOPVIEW	Datatel, Inc. (US Application)	74/599,303	11/15/1994	2,093,403	09/02/1997	Providing On-Line Access to Databases Containing Institutional Data or Information for Educational Institutions or Non-Profit Organizations, in Class 42	Renewal Due Between 09/02/2006 and 09/02/2007

Mark	Owner (Country/State)	App. No.	Date Filed	Reg. No.	Reg. Date	Goods/Services/Class	Status
SUCCESSPARTNERS	Datatel, Inc. (US Registration)	75/439,801	02/24/1998	2,413,401	12/19/2000	Computer Consultation and Programming for Others in the Field of Higher Education Via Telephone, E-Mail, and On Campus Visits, in Class 42	Combined Declaration of Use and Incontestability Due Between 12/19/2005 and 12/19/2006
COLLEAGUE (Stylized)	Datatel, Inc. (US Registration)	73/383,311	09/02/1982	1,292,554	08/28/1984	Computer Services-Namely, Designing Computer Application Software for Educational Institutions, in Class 42	Renewal Due Between 08/28/2003 and 08/28/2004 (Per Client's 06/23/2004 Instructions, Allow Registration to Expire)
THE CENTER FOR INSTITUTIONAL EFFECTIVENESS and Design	Datatel, Inc. (US Registration)	76/402,460	05/01/2002	2,752,191	08/19/2003	Educational Services, Namely, Conducting Training Workshops and Seminars, in the Field of Business Management for Institutions of Higher Learning, in Class 41	Combined Declaration of Use and Incontestability Due Between 08/19/2008 and 08/19/2009
THE CENTER FOR INSTITUTIONAL EFFECTIVENESS	Datatel, Inc. (US Registration)	76/393,440	04/08/2002	2,722,828	06/03/2003	Consulting Services, Namely, Conducting Quality Assurance Reviews, in the Field of Business Management for Institutions of Higher Learning, in Class 35	Combined Declaration of Use and Incontestability Due Between 06/03/2008 and 06/03/2009
SMOOTHSTART	Datatel, Inc. (US Registration)	75/439,800	02/24/1998	2,434,475	03/13/2001	Computer Consultation and Programming for Others in the Field of Higher Education Via Telephone, E-Mail, and On-Campus Visits, in Class 42	Combined Declaration of Use and Incontestability Due Between 03/13/2006 and 03/13/2007



Mark	Owner (Country/State)	App. No.	Date Filed	Reg. No.	Reg. Date	Goods/Services (Class)	Status
TOPVIEW	Datatel, Inc. (US Registration)	74/599,910	11/17/1994	2,095,534	09/09/1997	Computer Software for Use in Data Base Management in the Fields of Institutional Data and Information for Educational Institutions and Non-Profit Organizations, in Class 9; Computer Consulting Services for Educational Institutions and Non-Profit Organizations, and Provision of Telephone Help Lines and Distribution of Sample Reports and Printed and Electronic Materials in Connection Therewith, in Class 42	Renewal Due Between 09/09/2006 and 09/09/2007
ACTIVEATHLETICS	LiquidMatrix Corp. (New York Registration)			R30191	07/10/2003	Customized Computer Software for Educational Institutions, in State Class 9	Registered
ACTIVEADMISSIONS	LiquidMatrix Corp. (New York Registration)			R30190	07/10/2003	Customized Computer Software for Educational Institutions, in State Class 9	Registered
MAKING YOUR EDU WORK FOR YOU	LiquidMatrix Corp. (New York Registration)			S17699	10/15/2001	Development, Sale and Servicing of Customized, Proprietary Software, in State Class 35	Registered
LIQUIDMATRIX	LiquidMatrix Corp. (New York Registration)			S17698	10/15/2001	Development, Sale and Servicing of Customized, Proprietary Software, in State Class 35	Registered
ACTIVECAMPUS and Design	LiquidMatrix Corp. (New York Registration)			R29780	10/15/2001	Customized Computer Software for Educational Institutions, in State Class 9	Registered
ACTIVEALUMNI	LiquidMatrix Corp. (New York Registration)			R30189	07/10/2003	Customized Computer Software for Educational Institutions, in State Class 9	Registered

Mark	Owner (Country/State)	APP. No.	Date Filed	Reg. No.	Reg. Date	Good/Services, Class	Status
ACTIVECAMPUS	LiquidMatrix Corp. (US Registration)	76/492,479	02/26/2003	2,892,610	10/12/2004	Computer Software for Communications and Exchange of Information Over the Internet with Faculty, Staff, Students, Prospective Students, Alumni, Athletic Boosters and Others, Customized for Educational Institutions, in Class 9	Combined Declaration of Use and Incontestability Due Between 10/12/2009 and 10/12/2010