

**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
SumTotal Systems, Inc.		10/04/2005	CORPORATION: DELAWARE
DKSystems, Inc.		10/04/2005	CORPORATION: ILLINOIS

**RECEIVING PARTY DATA**

Name:	Wells Fargo Foothill, Inc.
Street Address:	2450 Colorado Avenue
Internal Address:	Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 20**

Property Type	Number	Word Mark
Registration Number:	1581290	TOOLBOOK
Registration Number:	2150143	TOOLBOOK II PUBLISHER
Registration Number:	2216830	TOOLBOOK II
Registration Number:	1401060	ASYMETRIX
Registration Number:	1413773	ASYMETRIX
Registration Number:	2482671	DOCENT
Registration Number:	2363999	PHOENIX
Registration Number:	1631388	REGISTRAR
Registration Number:	1545236	PREFERENCE
Registration Number:	2250625	PATHLORE
Registration Number:	1149783	PHOENIX
Registration Number:	2731904	PATHLORE

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Registration Number:	2189677	PATHLORE
Registration Number:	2986031	ASPEN
Registration Number:	2062550	DKSYSTEMS
Registration Number:	1779539	ON TRACK FOR TRAINING
Registration Number:	2064437	DKINVENTORYMANAGER
Serial Number:	76602727	DIRECTURL
Serial Number:	76573137	XLMS
Serial Number:	78351840	SUMTOTAL

**CORRESPONDENCE DATA**

Fax Number: (415)268-7522  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: bmoylan@mofo.com  
 Correspondent Name: Lynn M. Humphreys  
 Address Line 1: 425 Market Street  
 Address Line 4: San Francisco, CALIFORNIA 94105-2482

ATTORNEY DOCKET NUMBER:	51270-100
NAME OF SUBMITTER:	Lynn M. Humphreys
Signature:	/Lynn M. Humphreys/
Date:	10/11/2005

**Total Attachments: 6**  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 4th day of October, 2005, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group and the Bank Product Providers (together with its successors and assigns in such capacity, "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of October 4, 2005 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among SUMTOTAL SYSTEMS, INC., a Delaware corporation, as borrower ("Borrower"), the lenders from time to time party thereto as "Lenders" ("Lenders") and Agent, the Lender Group agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement dated as of October 4, 2005 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
  - (a) all of its material Trademarks and rights in and to Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;
  - (b) all reissues, continuations, extensions, modifications and renewals of the foregoing;
  - (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
  - (d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the 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.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[SIGNATURE PAGES TO FOLLOW]

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

**GRANTORS:**

**SUMTOTAL SYSTEMS, INC.,**  
a Delaware corporation

By: Neil J. Laird

Name: Neil J. Laird

Its: Executive VP and Chief Financial Officer

**DKSYSTEMS, INC.,**  
an Illinois corporation

By: Neil J. Laird

Name: Neil J. Laird

Its: Executive VP and Chief Financial Officer

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[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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TRADEMARK  
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**AGENT:**

**WELLS FARGO FOOTHILL, INC.,**  
a California corporation,  
as Agent and as a Lender

By: 

Name: Todd Nakamoto

Its: Vice President

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[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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**TRADEMARK**  
**REEL: 003174 FRAME: 0104**

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Registration or Application No.</b>	<b>Registration Date</b>
SumTotal Systems, Inc.	United States	TOOLBOOK	Reg. 1581290*	2/6/1990
SumTotal Systems, Inc.	United States	TOOLBOOK II PUBLISHER	Reg. 2150143*	4/14/1998
SumTotal Systems, Inc.	United States	TOOLBOOK II	Reg. 2216830*	1/12/1999
SumTotal Systems, Inc.	United States	ASYMETRIX	Reg. 1401060*	7/18/1986
SumTotal Systems, Inc.	United States	ASYMETRIX	Reg. 1413773*	10/14/1986
SumTotal Systems, Inc.	United States	DOCENT	Reg. 2482671*	8/28/2001
SumTotal Systems, Inc.	United States	PHOENIX	Reg. 2363999*	7/4/2000
SumTotal Systems, Inc.	United States	REGISTRAR	Reg. 1631388*	1/15/1991
SumTotal Systems, Inc.	United States	DIRECTURL	App. 76602727*	7/19/2004 (Application Date)
SumTotal Systems, Inc.	United States	XLMS	App. 76573137*	11/26/2004
SumTotal Systems, Inc.	United States	PREFERENCE	Reg. 1545236*	6/27/1989
SumTotal Systems, Inc.	United States	PATHLORE	Reg. 2250625*	6/1/1999
SumTotal Systems, Inc.	United States	PHOENIX	Reg. 1149783*	3/31/1981

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**TRADEMARK**  
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SumTotal Systems, Inc.	United States	PATHLORE	Reg. 2731904*	7/1/2003
SumTotal Systems, Inc.	United States	PATHLORE	Reg. 2189677*	9/15/1998
SumTotal Systems, Inc.	United States	ASPEN	Reg. 2986031	8/16/2005
SumTotal Systems, Inc.	United States	SUMTOTAL	App. 78351840	8/30/2005 (Application Date)
SumTotal Systems, Inc.	European Union	SUMTOTAL	European Union App. 004150876	11/14/2004 (Application Date)

Grantor	Country	Mark	Registration or Application No.	Registration Date
DKSystems Incorporated	United States	DKSYSTEMS	Reg. 2062550	5/20/1997
DKSystems Incorporated	United States	ON TRACK FOR TRAINING	Reg. 1779539	6/29/1993
DKSystems Incorporated	United States	DKINVENTORYMANAGER	Reg. 2064437	5/27/1997

**Trademark Licenses**

*None*

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RECORDED: 10/11/2005

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