

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
QRS Corporation		12/05/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	American Capital Financial Services, Inc.		
Street Address:	2 Bethesda Metro Center, 14th Floor		
Internal Address:	Attn: Brett Hyman		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1613589	QRS	
Registration Number:	2938073	QRS	
Registration Number:	2308276	QRS	
Registration Number:	2306868	QRS	
CORRESPONDENCE DATA			
Fax Number:	(301)654-6714		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	301 841-1359		
Email:	brett.hyman@americancapital.com		
Correspondent Name:	American Capital Strategies, Ltd		
Address Line 1:	2 Bethesda Metro Center, 14th Floor		
Address Line 2:	Attn: Brett Hyman		
Address Line 4:	Bethesda, MARYLAND 20814		
NAME OF SUBMITTER:	Brett Hyman		

OP \$115.00 1613589

900038955

TRADEMARK
REEL: 003220 FRAME: 0054

Signature:

/Brett Hyman/

Date:

01/04/2006

Total Attachments: 5

source=Trademark Security Agreement (QRS Corp.)#page1.tif

source=Trademark Security Agreement (QRS Corp.)#page2.tif

source=Trademark Security Agreement (QRS Corp.)#page3.tif

source=Trademark Security Agreement (QRS Corp.)#page4.tif

source=Trademark Security Agreement (QRS Corp.)#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 5th day of December, 2005, QRS CORPORATION a Delaware corporation ("Grantor"), and AMERICAN CAPITAL FINANCIAL SERVICES, INC., a Delaware corporation, in its capacity as Agent for the Purchaser Group (together with its successors and assigns in such capacity, the "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Note Purchase Agreement, dated as of December 5, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement") among Inovis International, Inc., a Delaware corporation ("Parent"), and each of Parent's Affiliates and Subsidiaries identified on the signature pages thereof (such Affiliates and Subsidiaries, together with Parent are referred to hereinafter individually as an "Company" and collectively, jointly and severally, as the "Companies"), the securities purchasers party thereto as "Purchasers" ("Purchasers"), and Agent, the Purchaser Group is willing to purchase the Notes; and

WHEREAS, the members of the Purchaser Group are willing to purchase the Notes as provided for in the Purchase Agreement, but only upon the condition, among others, that Grantor and the other Companies thereunder shall have executed and delivered to Agent, for the benefit of the Purchaser Group, that certain Security Agreement, dated as of December 5, 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, Grantor is required to execute and deliver to Agent, for the benefit of the Purchaser Group, 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, 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 Purchase Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Purchaser Group, a continuing first priority security interest (subject only to the WFF Agent's Lien) 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 Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all modifications, reissues, continuations, extensions, 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 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 Purchaser Group, pursuant to the Security Agreement. 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 Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor 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 Grantor's obligations under this Section 4, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. 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 Transaction 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 page follows]


IN WITNESS WHEREOF, 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.

QRS CORPORATION,
a Delaware corporation

By:  _____

Name: Sean Feeney
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:
AMERICAN CAPITAL FINANCIAL
SERVICES, INC.,
a Delaware corporation, as Agent

By: 
Name: Natasha Volganskaya
Title: Vice President

**Trademark Security Agreement – Schedule I
(QRS Corporation as Grantor)**

United States

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>App/Reg Number</u>	<u>App/Reg Date</u>
QRS Corporation	U.S.	QRS	1,613,589	09/18/1990
QRS Corporation	U.S.	QRS	2,938,073	04/05/2005
QRS Corporation	U.S.	QRS (Stylized)	2,308,276	01/18/2000
QRS Corporation	U.S.	QRS (Stylized)	2,306,868	01/11/2000

Foreign

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>App/Reg Number</u>	<u>App/Reg Date</u>
QRS Corporation	Canada	QRS	TMA551110	09/19/2001
QRS Corporation	Canada	QRS	1227605	08/19/2004
QRS Corporation	EU-CTM	QRS	921494	12/13/1999
QRS Corporation	EU-CTM	TRADEWEAVE (class 35)	1629120	07/31/2002
QRS Corporation	EU-CTM	TRADEWEAVE (class 39)	1622232	07/06/2001