

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Realm Commercial Solutions, Inc.		03/17/2006	CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CapitalSource Finance LLC		
<b>Street Address:</b>	4445 Willard Avenue, 12th Floor		
<b>City:</b>	Chevy Chase		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20815		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2532574	CTI	
Registration Number:	2686894	SINGLE STEP	
Registration Number:	2538511	SSLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)223-2085		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202-861-3900		
<b>Email:</b>	dctrademarks@dlapiper.com		
<b>Correspondent Name:</b>	Emily C. Sexton, Esq. - DLA PIPER et al		
<b>Address Line 1:</b>	1200 Nineteenth Street, NW		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20036-2412		
<b>ATTORNEY DOCKET NUMBER:</b>	305792-43		
<b>NAME OF SUBMITTER:</b>	Emily C. Sexton, Esq.		
<b>Signature:</b>	/Emily C. Sexton/		

OP \$90.00 2532574

Date:

03/20/2006

**Total Attachments: 9**

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**ACKNOWLEDGEMENT OF  
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This Acknowledgement of Intellectual Property Collateral Lien (this “**Acknowledgement**”) is dated as of March 17, 2006, by Realm Commercial Solutions, Inc., a Texas corporation (the “**Grantor**”), in favor of CapitalSource Finance LLC, a Delaware limited liability company, as administrative agent and collateral agent for the Lenders under the Loan Agreement (as defined below) (in such capacities, “**Secured Party**”).

**WITNESSETH:**

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof among Grantor, the other Credit Parties named therein, Secured Party and the Lenders (as the same exists and may be amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the “**Loan Agreement**”), the Lenders have agreed to provide Loans to Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, Grantor granted to Secured Party, for itself and the benefit of the Lenders, certain liens on the Collateral to secure its Obligations under the Loan Agreement pursuant to the terms of the Security Agreement (as defined in the Loan Agreement); and

WHEREAS, pursuant to the terms of the Security Agreement, Grantor is required to execute and deliver this Acknowledgement in favor of Secured Party, for itself and the benefit of the Lenders;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Secured Party and lenders to enter into the Loan Documents and to make Loans to Grantor thereunder, Grantor hereby agrees with Secured Party as follows:

**Section 1. Defined Terms.** Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Loan Agreement or, to the extent the same are used or defined therein, the meanings provided in Article 9 of the UCC in effect on the date hereof. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. This Acknowledgement shall mean such agreement as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time. Unless otherwise specified, all accounting terms not defined in the Loan Documents shall have the meanings given to such terms in and shall be interpreted in accordance with GAAP. References in this Acknowledgement to any Person shall include such Person and its successors and permitted assigns.

**Section 2. Reaffirmation of Grant of Security Interest in Intellectual Property Collateral.** Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of Grantor, hereby reaffirms its grant to Secured Party, for itself and the benefit of the Lenders, of a first priority security interest in the Collateral, and further collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Secured Party, for itself and the benefit of the Lenders, and grants to Secured Party, for itself and the benefit of the Lenders, a lien on and security interest in all of its right, title and interest in, to and under the following Collateral of Grantor (herein referred to as “Intellectual Property Collateral”):

(a) all of its owned Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;

all renewals, reissues, continuations or extensions of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License;

(b) all of its Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule II hereto;

all renewals, reissues, continuations or extensions of the foregoing; and

all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future infringement or dilution of any Copyright or Copyright licensed under any Copyright License; and

(c) all of its Patents and Patent Licenses to which it is a party, including those referred to on Schedule III hereto;

all renewals, reissues, continuations or extensions of the foregoing; and

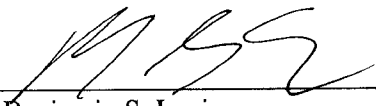
all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

**Section 3. Acknowledgement.** The security interests reaffirmed herein are granted in conjunction with the security interest granted to Secured Party, for itself and the benefit of the Lenders, pursuant to the Loan Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party and Lenders with respect to the security interest in the Intellectual Property 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. To the extent that there is any conflict or inconsistency between this Acknowledgement and the Security Agreement, the terms and conditions of the Security Agreement shall govern.

[signatures appear on the following page]

IN WITNESS WHEREOF, Grantor has caused this Acknowledgement of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

**REALM COMMERCIAL SOLUTIONS, INC.**, as Grantor

By:   
Name: Benjamin S. Levin  
Title: President

Accepted and Agreed:

**CAPITALSOURCE FINANCE LLC**, as Secured Party

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

IN WITNESS WHEREOF, Grantor has caused this Acknowledgement of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

**REALM COMMERCIAL SOLUTIONS, INC., as Grantor**

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

Accepted and Agreed:

**CAPITALSOURCE FINANCE LLC, as Secured Party**

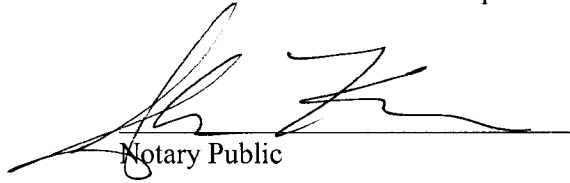
By:   
Name: **Joseph Turitz**  
Title: **General Counsel  
Corporate Finance**

ACKNOWLEDGEMENT OF GRANTOR

STATE OF )  
 ) ss.  
COUNTY OF New York )

On this 17<sup>th</sup> day of March, 2006 before me personally appeared Benjamin S. Levin, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Realm Commercial Solutions, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

SHAWNA KUNKEL  
Notary Public, State of New York  
No. 01KU6130224  
Qualified in New York County  
Commission Expires July 11, 2009

  
Notary Public

SCHEDULE I  
to  
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN  
TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS

Including Mark Reg. No. and Date

<b>Nature of Interest (e.g., owner, licensee)</b>	<b><u>Type of Trademark</u></b>	<b><u>Number</u></b>	<b><u>Date Granted</u></b>	<b><u>Country of Registration</u></b>
Owner	CTI	2,532,574	22-Jan-02	U.S.
Owner	Single Step	2,686,894	11-Feb-03	U.S.
Owner	SSLE	2,538,511	12-Feb-02	U.S.

B. TRADEMARK APPLICATIONS

None

C. TRADEMARK LICENSES

Including Name of Agreement, Parties and Date of Agreement

None

D. LIST OF URLS/DOMAIN NAMES:

None



SCHEDULE II  
to  
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN  
COPYRIGHT REGISTRATIONS

A. REGISTERED COPYRIGHTS

Including Copyright Reg. No. and Date

None

B. COPYRIGHT APPLICATIONS

None

C. COPYRIGHT LICENSES

Including Name of Agreement, Parties and Date of Agreement

1. Listing of sales contracts with undelivered balance of at least \$50,000

<b>Customer</b>	<b>Agreement</b>
Belz Enterprises	CTI and FA maintenance
Brookfield Properties, Ltd.	CTI and FA maintenance
Crescent Real Estate Equities	CTI and FA maintenance
Simon Property Group	CTI and FA maintenance
Trammell Crow Company	CTI and FA maintenance
Trizec Properties, Inc	CTI and FA maintenance
Cadillac Fairview Corp. Ltd.	CTI and INSIGHT maintenance
Duke Weeks Realty Corporation	CTI and INSIGHT maintenance
Rockefeller Group Development	CTI ASP
Wilmorite Property Management LLC	CTI ASP
AMB Property Corp	CTI ASP Agreement
Broadreach Capital Partners	CTI ASP Agreement
Centro Watt (Kramont)	CTI ASP Agreement
First Real Properties Ltd	CTI ASP Agreement
Glenborough	CTI ASP Agreement
Jamaica Properties	CTI ASP Agreement
Kimco Realty	CTI ASP Agreement
L&B Realty Advisors	CTI ASP Agreement
ManuLife	CTI ASP Agreement
Shorenstein	CTI ASP Agreement
TIAA-Cref	CTI ASP Agreement
Jones Lang Lasalle	CTI ASP Agreement and FA maintenance
CBL & Associates Properties	CTI, INSIGHT, and FA maintenance
Federal Realty Investment Trust	CTI, INSIGHT, and FA maintenance
GWL Realty Advisors	CTI, INSIGHT, and FA maintenance
IStar Financial	CTI, INSIGHT, and FA maintenance

**Customer**

LeFrak Organization

RREEF

Standard Life Assurance Company of Canada

**Agreement**

CTI, INSIGHT, and FA maintenance

CTI, INSIGHT, and FA maintenance

CTI, INSIGHT, and FA maintenance

\*\* FA maintenance is licensed by Realm Financial Software, Ltd; CTI maintenance, CTI

ASP and INSIGHT are licensed by Realm Commercial Solutions, Inc.

## 2. Listing of purchase contracts with undelivered balances of at least \$50,000:

<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
Business Objects	INSIGHT royalties and prepaid maintenance	\$210,000 minimum royalty commitment from July 1, 2005 through 12/31/2006 (of which \$29,447 is estimated to remain)
Data Mirror	INSIGHT ODS royalties	\$100,000 minimum annual royalties through 3/31/2008

SCHEDULE III  
to  
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN  
PATENT REGISTRATIONS

A. REGISTERED PATENT

None

B. PATENT APPLICATIONS

None

C. PATENT LICENSES

Including Name of Agreement, Parties and Date of Agreement

None