

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
Hanson Information Technolgies, Inc.		03/20/2006	CORPORATION: CALIFORNIA
Hanson Information Technologies Holdings, Inc.		03/20/2006	CORPORATION: DELAWARE
Hit Acquisition, Inc.		03/20/2006	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	D.B. Zwirn Special Opportunities Fund, L.P., as agent
Street Address:	745 Fifth Avenue, 18th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10151
Entity Type:	LIMITED PARTNERSHIP:

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2693316	HANSEN
Registration Number:	2693315	
Registration Number:	2459468	CITECENTER
Registration Number:	2676526	HANSEN
Serial Number:	78494175	DYNAMICPORTAL

CORRESPONDENCE DATA

Fax Number: (212)593-5955
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2127562388
 Email: daniel.angel@srz.com
 Correspondent Name: Daniel Angel, Esq.
 Address Line 1: 919 Third Avenue

CH \$140.00 2693316

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 017962/0094

NAME OF SUBMITTER: Daniel Angel, Esq. (071962/0094)

Signature: /sas for da/

Date: 03/23/2006

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 20th day of March, 2006, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **D.B. ZWIRN SPECIAL OPPORTUNITIES FUND, L.P.**, in its capacity as Agent for the Lender Group (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of March 20, 2006 (as amended, restated, modified, supplemented, refinanced, renewed or extended from time to time, including all exhibits and schedules thereto, the "Credit Agreement"), by and among the lenders identified on the signature pages thereof (such lenders, together with their respective successors and permitted assigns, are referred to hereinafter each individually as a "Lender" and collectively as the "Lenders"), Agent, **HANSEN INFORMATION TECHNOLOGIES HOLDINGS, INC.**, a Delaware corporation ("Parent"), **HIT ACQUISITION, INC.**, a California corporation ("Merger Subsidiary"), and **HANSEN INFORMATION TECHNOLOGIES**, a California corporation ("Hansen"), the Lender Group is willing 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 the Lender Group, that certain Security Agreement dated March 20, 2006 (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 the Lender 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, 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, 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 Trademarks and Trademark Intellectual Property Licenses to which it is a party including those Trademarks and Trademark Intellectual Property Licenses referred to on Schedule I hereto;

(b) all 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 FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter.

4. 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, 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.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. To the extent required under the Security Agreement, 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 5, 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.


6. 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 page follows]

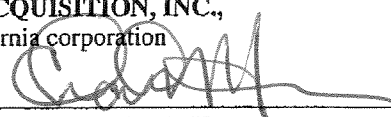
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:


**HANSEN INFORMATION TECHNOLOGIES
HOLDINGS, INC.,** a Delaware corporation

By: 
Name: Charles A. Hansen
Title: Chief Executive Officer

HIT ACQUISITION, INC.,
a California corporation

By: 
Name: Charles A. Hansen
Title: Chief Executive Officer

HANSEN INFORMATION TECHNOLOGIES,
a California corporation

By: 
Name: Charles A. Hansen
Title: Chief Executive Officer

AGENT:

**D.B. ZWIRN SPECIAL OPPORTUNITIES
FUND, L.P.**, a Delaware limited partnership, as Agent

By: D.B. Zwirn Partners, LLC,
its general partner

By: Zwirn Holdings, LLC,
its managing member

By: _____

Name:

Title:

Perry A. Gruss
Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Grantor	Country	Mark	Reg. No. / App. No.	Reg. / Filing Date
Hansen Information Technologies, Inc.	U.S.	HANSEN (and design)	2,693,316	March 4, 2003
Hansen Information Technologies, Inc.	U.S.	Miscellaneous design	2,693,315	March 4, 2003
Hansen Information Technologies, Inc.	U.S.	CITECENTER	2,459,468	June 12, 2001
Hansen Information Technologies, Inc.	U.S.	HANSEN	2,676,526	January 21, 2003
Hansen Information Technologies, Inc.	U.S.	DYNAMICPORTAL	78/494,175	October 4, 2004
Hansen Information Technologies, Inc.	Japan	HANSEN	2004-017595	