

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
SPARTA SYSTEMS, INC.		04/11/2006	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	MERRILL LYNCH CAPITAL, a division of Merrill Lynch Business Financial Services Inc.
Street Address:	222 N. LaSalle, 16th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2117303	TRACKWISE
Registration Number:	2710607	PARALLEL STATE MACHINE
Registration Number:	2655885	TRACKWISE WEB TEAMACCESS
Registration Number:	2655886	TRACKWISE COORDINATOR
Registration Number:	2703757	TRACKWISE WEB CUSTOMERACCESS
Registration Number:	2710608	STATEMACHINE
Registration Number:	2871330	QUALITY, POWERED BY TRACKWISE
Serial Number:	78827714	ACTIONMANAGER
Serial Number:	78827963	ACTIONWISE

CORRESPONDENCE DATA

Fax Number: (312)577-4679
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3125778348

CH \$240.00 2117303

Email: rakhee.verma@kattenlaw.com
Correspondent Name: Rakhee Verma c/o KattenMuchinRosenmanLLP
Address Line 1: 525 West Monroe, Suite 1800
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 332659-00034

NAME OF SUBMITTER: Rakhee Verma

Signature: /Rakhee Verma/

Date: 04/12/2006

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "**Agreement**") made as of this 11 day of April, 2006 by **SPARTA SYSTEMS, INC.**, a New Jersey corporation and successor by merger to Sparta Acquisition Corporation, a New Jersey corporation ("**Grantor**") in favor of **MERRILL LYNCH CAPITAL**, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) (in such capacity, the "**Grantee**"):

W I T N E S S E T H

WHEREAS, Grantor and Grantee are parties to a certain Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith between Grantor and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), Grantor has granted to Grantee, for the benefit of the Secured Parties (as defined in the Credit Agreement), a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of the Secured Obligations (as defined in the Credit Agreement);

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

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and


(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

Notwithstanding anything to the contrary set forth herein or in the Security Agreement, no security interest shall be granted in any United States intent-to-use trademark applications to the extent that, and solely during the period which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under federal law.

[Remainder of Page is Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

SPARTA SYSTEMS, INC., a New Jersey corporation
and successor by merger to Sparta Acquisition
Corporation, a New Jersey corporation, as the Debtor

By: 
Name: Ran J. Flam
Title: President and
Chief Executive Officer

*Agreed and Accepted
As of the Date First Written Above:*

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Administrative Agent

By: _____
Name: _____
Title: _____


IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

SPARTA SYSTEMS, INC., a New Jersey corporation
and successor by merger to Sparta Acquisition
Corporation, a New Jersey corporation, as the Debtor

By: _____
Name: _____
Title: _____

*Agreed and Accepted
As of the Date First Written Above:*

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Administrative Agent

By: 
Name: STEPHEN ISAACS
Title: DIRECTOR

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
TRACKWISE	2117303	12/2/1997
PARALLEL STATE MACHINE	2710607	4/29/2003
TRACKWISE WEB TEAMACCESS	2655885	12/3/2002
TRACKWISE COORDINATOR	2655886	12/3/2002
TRACKWISE WEB CUSTOMERACCESS	2703757	4/8/2003
STATEMACHINE	2710608	4/29/2003
QUALITY, POWERED BY TRACKWISE	2871330	8/10/2004

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
ACTIONMANAGER	78827714	3/2/2006
ACTIONWISE	78827963	3/2/2006