

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WIND2 SOFTWARE, INC.		10/14/2005	CORPORATION:
RECEIVING PARTY DATA			
Name:	Credit Suisse, as Collateral Agent		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2361568	AE AWARD	
Registration Number:	1549003	WIND2	
Registration Number:	2795805	AWARD	
Serial Number:	78667905	WIND2 EXCEED	
CORRESPONDENCE DATA			
Fax Number:	(866)459-2899		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	202-783-2700		
Email:	Oleh.Hereliuk@federalresearch.com		
Correspondent Name:	CBC Companies dba Federal Research		
Address Line 1:	1023 Fifteenth Street, NW, Ste 401		
Address Line 2:	attn: Oleh Hereliuk		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	357933		
NAME OF SUBMITTER:	Oleh Hereliuk		

TRADEMARK

900049005

REEL: 003309 FRAME: 0218

CH \$115.00 2361568

Signature:	/oh/
Date:	05/16/2006
<p>Total Attachments: 7</p> <p>source=357933#page1.tif</p> <p>source=357933#page2.tif</p> <p>source=357933#page3.tif</p> <p>source=357933#page4.tif</p> <p>source=357933#page5.tif</p> <p>source=357933#page6.tif</p> <p>source=357933#page7.tif</p>	

**SCHEDULE I
TO
SUBSIDIARY TRADEMARK SECURITY AGREEMENT**

U.S. Trademark Registrations

Trademark	Registration Number	Date of Registration
AE Award	2,361,568	June 27, 2000
Wind2	1,549,003	July 25, 1989
Award	2,795,805	December 16, 2003

U.S. Trademark Applications

Trademark Applications	Application Number	Date of Filing
Wind2 eXceed	78/667,905	July 11, 2005

SUBSIDIARY TRADEMARK SECURITY
 AGREEMENT (this "*Agreement*") dated as of October 14, 2005, between WIND2 SOFTWARE, INC., a Wyoming corporation (the "*Subsidiary Grantor*") and CREDIT SUISSE (formerly known as Credit Suisse First Boston and referred to herein as "*Credit Suisse*") as collateral agent (in such capacity, the "*Collateral Agent*").

PRELIMINARY STATEMENT

Reference is made to the Guarantee and Collateral Agreement dated as of April 22, 2005, as supplemented by Supplement No. 1 to Guarantee and Collateral Agreement dated as of October 3, 2005 (as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "*Guarantee and Collateral Agreement*"), among Deltek Systems, Inc. (the "*Borrower*"), the subsidiaries of the Borrower identified therein and the Collateral Agent. The Lenders have agreed to make Loans and the Issuing Bank has agreed to issue Letters of Credit, in each case subject to the terms and conditions set forth in the Credit Agreement dated as of April 22, 2005, (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Borrower, the lenders named therein and Credit Suisse, as administrative agent and as the Collateral Agent. The Subsidiary Grantor is executing this Agreement in accordance with the requirements of the Credit Agreement to become a Subsidiary Guarantor and a Grantor under the Guarantee and Collateral Agreement in order to induce the Lenders to make additional Loans and the Issuing Bank to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. The Subsidiary Grantor is an affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to continue to make additional Loans and the Issuing Bank to issue additional Letters of Credit.

Accordingly, 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, the Subsidiary Grantor hereby agrees as follows:

SECTION 1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Subsidiary Grantor hereby assigns and pledges to the Collateral Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent (and its successors and assigns), for the ratable benefit of Secured Parties, a continuing security interest in all of the Subsidiary 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 Licenses to which it is a party, including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;

(c) all products and proceeds of the foregoing, including, without limitation, any claim by the Subsidiary Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark License.

SECTION 3. GUARANTEE AND COLLATERAL AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Collateral Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, pursuant to the Guarantee and Collateral Agreement. The parties hereto hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, and that the Trademark Collateral shall not include any collateral excluded under Section 4.01(a) of the Guarantee and Collateral Agreement.

[Remainder of page intentionally blank]

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

WIND2 SOFTWARE, INC.,

by



Name: Babette J. Aller

Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY:

CREDIT SUISSE, CAYMAN ISLANDS
BRANCH (formerly known as Credit Suisse
First Boston, acting through its Cayman Islands
Branch), as Collateral Agent,

By

Name:

Title:

By

Name:

Title:

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CREDIT SUISSE, CAYMAN ISLANDS
BRANCH (formerly known as Credit Suisse
First Boston, acting through its Cayman Islands
Branch), as Collateral Agent,

By

Name: JAMES MORAN
Title: MANAGING DIRECTOR

By

Name: DENISE L. ALVAREZ
Title: ASSOCIATE

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