

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
Construction Software Technologies, Inc.		07/14/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Debra Segal Trust
Street Address:	c/o Seavest, Inc., 707 Westchester Avenue
Internal Address:	Suite 401
City:	White Plains
State/Country:	NEW YORK
Postal Code:	10604
Entity Type:	TRUST:

Name:	Fourth Generation Private Equity Partners
Street Address:	c/o Seavest, Inc., 707 Westchester Avenue
Internal Address:	Suite 401
City:	White Plains
State/Country:	NEW YORK
Postal Code:	10604
Entity Type:	PARTNERSHIP:

Name:	Colour Holdings Limited
Street Address:	c/o Rothschild Trust Guernsey Ltd, PO Box 472
Internal Address:	St. Peter's House, Le Bordage, St. Peter Port
City:	Guernsey, Channel Islands
State/Country:	UNITED KINGDOM
Postal Code:	GY1 6AX
Entity Type:	CORPORATION:

Name:	John B Fullerton
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Street Address:	77 Hillside Road
City:	Rye
State/Country:	NEW YORK
Postal Code:	10580
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Donald Duberstein
Street Address:	49 West 57th Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2767233	ISQFT
Registration Number:	2845267	I ISQFT
Registration Number:	2081494	BIDFAX

CORRESPONDENCE DATA

Fax Number: (212)655-3535
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-655-3500
 Email: ip@msf-law.com
 Correspondent Name: Judd H. Cohen, Esq.
 Address Line 1: 140 East 45th Street, 19th Floor
 Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	SEAVEST
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DOMESTIC REPRESENTATIVE

Name:
 Address Line 1:
 Address Line 2:
 Address Line 3:
 Address Line 4:

NAME OF SUBMITTER:	Judd H. Cohen
Signature:	/Judd H. Cohen/
Date:	07/17/2006

Total Attachments: 3

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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, Construction Software Technologies, Inc., a Delaware corporation (the "Grantor"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, the Grantor has entered into a Security Agreement, dated as of July 14, 2006 (said Security Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "Security Agreement"), with Debra Segal Trust, Fourth Generation Private Equity Partners, Donald Duberstein, Colour Holdings Limited, and John B. Fullerton (collectively, together with their respective successors and assigns, the "Investors"); and

WHEREAS, pursuant to the terms of the Security Agreement, the Grantor has agreed to create in favor of the Investors a secured and protected interest in, and the Investors have agreed to become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, the Grantor hereby grants to the Investors a security interest in all of the Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which the Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Trademark Collateral"):

- (i) (a) all state (including common law) and federal trademarks (including service marks), foreign trademarks, corporate names, company names, business names, fictitious business names, trade names, trade dress, trade styles, logos, other source or business identifiers, designs and general intangibles of like nature (including without limitation the trademarks specifically identified in Schedule A hereto) and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world; and
- (ii) all accessions to, substitutions for and replacements, proceeds, insurance proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto. For purposes of this Grant of Trademark Security Interest, the term "proceeds" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Investors with respect to the security interest in the Trademark Collateral 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.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 4th day of July, 2006.

CONSTRUCTION SOFTWARE TECHNOLOGIES, INC.

By: David W. Conway
Name: David W. Conway
Title: President & CEO

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

1.
Mark: ISQFT
Registration No: 2,767,233
Registration Date: September 23, 2003
Country: United States

2.
Mark: I SQFT & Design
Registration No.: 2,845,267
Registration Date: May 25, 2004
Country: United States

3.
Mark: BIDFAX
Registration No.: 2,081,494
Registration Date: July 22, 1997
Country: United States