TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Trademark Collateral Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Axis Computer Systems, Inc.		08/02/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Harris N.A., as administrative agent
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1765699	AXIOM

CH $40.00 1765699

CORRESPONDENCE DATA

Fax Number: (312)803-5299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (312) 845-3430
Email: kalwa@chapman.com
Correspondent Name: Richard Kalwa
Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1623818
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	08/08/2006

Total Attachments: 5
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FIRST LIEN TRADEMARK COLLATERAL AGREEMENT

This 2nd day of August, 2006, AXIS COMPUTER SYSTEMS, INC., a Delaware corporation (*"Debtor"*), with its principal place of business and mailing address at 293 Boston Road West, Marlborough, MA 01752, in consideration of ten dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants HARRIS N.A., a national banking association (*"Harris"*) with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent for the Secured Creditors defined in that certain Security Agreement hereinafter defined (Harris acting as such administrative agent and any successor or successors to Harris acting in such capacity being hereinafter referred to as the *"Agent"*), a lien on, and a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Debtor as set out in that certain First Lien Security Agreement dated as of the date hereof, by and among Debtor, the other debtors party thereto and the Agent, as the same may be amended, modified, supplemented or restated from time to time (the *"Security Agreement"*).

Notwithstanding the foregoing, this First Lien Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Agent of any applications by the Debtor for any Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as *"Intent-To-Use Applications"*).

Debtor does hereby further acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement and in the event of any conflict or ambiguity between this First Lien Trademark Collateral Agreement and the Security Agreement, the Security Agreement shall control.

IN WITNESS WHEREOF, Debtor has caused this First Lien Trademark Collateral Agreement to be duly executed as of the date and year last above written.

AXIS COMPUTER SYSTEMS, INC.

By
Name: _____
Its: _____

Accepted and agreed to at Chicago, Illinois as of the day and year last above written.

HARRIS N.A., as administrative agent

By _____
Name: _____
Its: _____

[Signature Page to Axis Computer Systems First Lien Trademark Collateral Agreement]

Debtor does hereby further acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement and in the event of any conflict or ambiguity between this First Lien Trademark Collateral Agreement and the Security Agreement, the Security Agreement shall control.

IN WITNESS WHEREOF, Debtor has caused this First Lien Trademark Collateral Agreement to be duly executed as of the date and year last above written.

AXIS COMPUTER SYSTEMS, INC.

By _____
Name: _____
Its: _____

Accepted and agreed to at Chicago, Illinois as of the day and year last above written.

HARRIS N.A., as administrative agent

By _____
Name: Mark W. Piekos
Its: Managing Director

[Signature Page to Axis Computer Systems First Lien Trademark Collateral Agreement]

SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT

TRADEMARK REGISTRATION

NAME	REGISTRATION NO.	DATE
AXIOM	1,765,699	08/06/92

TRADEMARK APPLICATIONS

None.

[PLEASE CONFIRM THE INFORMATION ON THE SCHEDULE IS ACCURATE AND CORRECT]

SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT

TRADEMARK LICENSES

None.