

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
DataCore Software Corporation		09/26/2006	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Partners for Growth II, L.P.
Street Address:	180 Pacific Avenue
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2747131	DATA CORE
Registration Number:	2672485	DATA CORE
Registration Number:	2488736	SAN CENTRAL
Registration Number:	2993258	SAN MAESTRO
Registration Number:	3012086	SAN MELODY
Registration Number:	2632230	SAN SYMPHONY
Registration Number:	2625960	SAN VANTAGE
Serial Number:	78752435	UP TEMPO

CORRESPONDENCE DATA

Fax Number: (415)358-4780
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 415-381-3283
 Email: bg2@greenspan.org
 Correspondent Name: Benjamin Greenspan
 Address Line 1: 620 Laguna Road

OP \$215.00 2747131

Address Line 4: Mill Valley, CALIFORNIA 94941

ATTORNEY DOCKET NUMBER: PFG-DATACORE

NAME OF SUBMITTER: Benjamin Greenspan

Signature: /bg2/

Date: 09/26/2006

Total Attachments: 2
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TRADEMARK COLLATERAL AGREEMENT AND NOTICE

This Trademark Collateral Agreement and Notice dated as of September 27, 2006, is between DataCore Software Corporation, a Florida corporation with its principal place of business at 6300 NW 5th Way, Fort Lauderdale, FL 33309 ("Assignor") and Partners for Growth II, L.P., 180 Pacific Avenue, San Francisco, CA 94111 ("Assignee") pursuant to a Loan and Security Agreement dated September 27, 2006, by and among Assignor and Assignee and pursuant to certain other loan documents referenced therein (collectively, the "Loan Documents").

WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in a certain Intellectual Property Security Agreement (the "Security Agreement") in favor of the Assignee dated September 27, 2006, by and among Assignor and Assignee;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

Executed as of the date first above written.

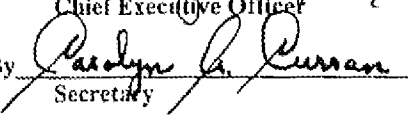
Assignor:

DATA CORE SOFTWARE CORPORATION

By


Chief Executive Officer

By


Secretary

Assignee:

PARTNERS FOR GROWTH II, L.P.

By


Name: Andrew W. Katz

Title: Manager, Partners for Growth II, LLC
Its General Partner

EXHIBIT 1

DataCore Software Corporation

Trademark Schedule

<u>Mark</u>	<u>Country</u>	<u>App. Number</u>	<u>App. Date</u>	<u>Reg. Number</u>
DATACORE	European Union	2,516,359	12/24/2001	2,516,359
DATACORE	Hong Kong	11,157/2002	7/19/2002	B7,191/2004
DATACORE	Japan	2001/113,462	12/20/2001	4,624,186
DATACORE	South Korea	2002/30,159	6/28/2002	573,250
DATACORE	Taiwan	91,027,858	6/28/2002	1,043,494
DATACORE	United Kingdom	2,246,125	9/20/2000	2,246,125
DATACORE	United States	78/106,986	2/5/2002	2,747,131
DATACORE (and Design)	United States	75/655,036	3/5/1999	2,672,485
SANCENTRAL	United States	75/766,193	8/2/1999	2,488,736
SANMAESTRO	Japan	2003-104,238	11/25/2003	4,774,394
SANMAESTRO	United States	78/333,631	11/26/2003	2,993,258
SANMELODY	Japan	2003/091,469	10/17/2003	4,770,330
SANMELODY	United States	78/314,378	10/16/2003	3,012,086
SANSYMPHONY	China (People's Republic Of)	3,247,136	7/18/2002	3,247,136
SANSYMPHONY	European Union	2,516,573	12/24/2001	2,516,573
SANSYMPHONY	Hong Kong	11,158/2002	7/19/2002	B7,192/2004
SANSYMPHONY	Japan	2001/113,463	12/20/2001	4,624,187
SANSYMPHONY	Taiwan	91,027,859	6/28/2002	1,043,495
SANSYMPHONY	United States	75/743,364	6/28/1999	2,632,230
SANVANTAGE	United States	76/035,739	4/27/2000	2,625,960
UPTEMPO	United States	78/752,435	11/11/2005	