

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MANAGEMENT DYNAMICS INC.		07/06/2006	CORPORATION: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ORIX VENTURE FINANCE LLC		
<b>Street Address:</b>	1177 Avenue of the Americas		
<b>Internal Address:</b>	5th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY:		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2530167	RATE EXPLORER	
Registration Number:	2579191	NEXTLINX	
Registration Number:	2935668	POWERING GLOBAL TRADE	
Registration Number:	2799083	GLOBAL KNOWLEDGE	
Serial Number:	78655703	MANAGEMENT DYNAMICS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(866)459-2899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202-783-2700		
<b>Email:</b>	Oleh.Hereliuk@federalresearch.com		
<b>Correspondent Name:</b>	CBC Companies dba Federal Research		
<b>Address Line 1:</b>	1023 Fifteenth Street, NW, Ste 401		
<b>Address Line 2:</b>	attn: Oleh Hereliuk		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20005		

**CH \$140.00 2530167**

ATTORNEY DOCKET NUMBER:	368414
NAME OF SUBMITTER:	Oleh Hereliuk
Signature:	/oh/
Date:	10/03/2006
Total Attachments: 7 source=368414#page1.tif source=368414#page2.tif source=368414#page3.tif source=368414#page4.tif source=368414#page5.tif source=368414#page6.tif source=368414#page7.tif	

## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**  
MANAGEMENT DYNAMICS INC.

Individual(s)                       Association  
 General Partnership             Limited Partnership  
 Corporation- State: New Jersey  
 Other \_\_\_\_\_

Citizenship (see guidelines) United States  
 Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  Yes  
 Additional names, addresses, or citizenship attached?  No

Name: ORIX VENTURE FINANCE LLC  
 Internal Address: FIFTH FLOOR  
 Street Address: 1177 AVENUE OF THE AMERICAS  
 City: NEW YORK  
 State: NEW YORK  
 Country: USA Zip: 10036

Association Citizenship \_\_\_\_\_  
 General Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other LLC Citizenship United States

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from assignment)

**3. Nature of conveyance )/Execution Date(s) :**

Execution Date(s) JULY 6, 2006

Assignment                       Merger  
 Security Agreement             Change of Name  
 Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)  
78/655703

B. Trademark Registration No.(s)  
2,530,167; 2,579,191; 2,935,668; and 2,799,083

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: FEDERAL RESEARCH CORPORATION  
 Internal Address: ATTN: Oleh Hereliuk  
SUITE 401  
 Street Address: 1023 FIFTEENTH STREET, NW  
 City: WASHINGTON  
 State: DC Zip: 20005  
 Phone Number: (202) 783-2700  
 Fax Number: (202) 783-0145  
 Email Address: Oleh.Hereliuk@federalresearch.com

**6. Total number of applications and registrations involved:** 5

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$ 140.00

Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
 Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
 Authorized User Name \_\_\_\_\_

**9. Signature:** Wendy Ballot Huey September 29, 2006  
 Signature Date  
Wendy Ballot Huey  
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of **July 6, 2006** by and between **ORIX Venture Finance LLC** ("ORIX") and **Management Dynamics Inc.**, a New Jersey corporation ("Grantor"), with reference to the following facts:

A. ORIX and Grantor are parties to that certain Loan and Security Agreement dated July 6, 2006 (as amended from time to time, the "Loan Agreement"). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to ORIX a security interest in all of the Collateral. The Collateral includes without limitation all of Grantor's Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its "Obligations" as defined in the Loan Agreement, Grantor grants to ORIX a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing (to the extent that a grant of a security interest by Grantor is allowed thereunder), and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing. Grantor represents and warrants that it is not the licensee of any Intellectual Property other than licenses of software which is not material to its business. Grantor will not, in the future, enter into an Intellectual Property license as licensee, which prohibits Grantor from granting a security interest in the same, unless the license is not material to its business.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office.

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Secured Party with at least 15 days prior written notice thereof, (ii) providing Secured Party with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as

Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form reasonably acceptable to Secured Party identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.

4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and ORIX's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of ORIX and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of New York.

**[Signatures on next page]**

Address of Grantor:

One Meadowlands Plaza  
East Rutherford, New Jersey 07073

Address of ORIX:

1177 Avenue of the Americas, 5th Floor  
New York, NY 10036

Management Dynamics Inc.

By J. V. [Signature]  
Title President

ORIX Venture Finance LLC

By Kevin P. Sheehan  
Kevin P. Sheehan,  
President and CEO

Form: Version-1

SCHEDULE A

Trademarks

<u>Description</u>	<u>Registration / Application Number</u>	<u>Registration / Application Date</u>
RATE EXPLORER (USA), Class 9, 35	Reg. No. 2530167	Reg. Date Jan 15, 2002
MANAGEMENT DYNAMICS (USA), Class 35	Applic. No. 78/655703	Applic. No. Jun 22, 2005
NextLinx	Reg. No. 2,579, 191	Reg. Date Jun 11, 2002
Powering Global Trade	Reg. No. 2,935,668	Reg. Date Mar 29, 2005
Global Knowledge	Reg. No. 2,799,083	Reg. Date Dec 23, 2003

SCHEDULE B

Patents and Patent Applications

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
System method and computer program product for providing on line service contract negotiation service	US Serial No. 10/305,373	Nov. 27, 2002



SCHEDULE C

Copyrights

Description

NONE

Registration/  
Application  
Number

Registration/  
Application  
Date