

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Trademark Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------------------|----------|----------------|-------------------------|
| Fortezza Iridium Holdings, Inc. | | 01/09/2007 | CORPORATION: DELAWARE |
| Indus International, Inc. | | 01/09/2007 | CORPORATION: DELAWARE |
| Mobile Data Solutions, Inc. | | 01/09/2007 | CORPORATION: DELAWARE |
| Indus APAC, Inc. | | 01/09/2007 | CORPORATION: DELAWARE |
| Indus International Japan, Inc. | | 01/09/2007 | CORPORATION: DELAWARE |
| Indus Group North America, Inc. | | 01/09/2007 | CORPORATION: CALIFORNIA |

RECEIVING PARTY DATA

| | |
|------------------------|---------------------------------------|
| Name: | Wells Fargo Foothill, Inc. |
| Street Address: | 2450 Colorado Avenue, Suite 3000 West |
| City: | Santa Monica |
| State/Country: | CALIFORNIA |
| Postal Code: | 90404 |
| Entity Type: | CORPORATION: CALIFORNIA |

PROPERTY NUMBERS Total: 20

| Property Type | Number | Word Mark |
|----------------------|---------|----------------|
| Registration Number: | 2246899 | ABACUS |
| Registration Number: | 2182891 | BILLGEN |
| Registration Number: | 2474580 | CBL MANAGER |
| Registration Number: | 2870123 | CRM ESSENTIALS |
| Registration Number: | 1655435 | CURATOR |
| Registration Number: | 2656132 | EDASH |
| Registration Number: | 1833747 | ENERLINK |
| Registration Number: | 1839740 | ENERLINK |
| Registration Number: | 2184006 | ENERLINK |
| Registration Number: | 2184010 | ENERLINK |

OP \$515.00 2246899

| | | |
|----------------------|---------|---------------------|
| Registration Number: | 2129888 | ENERLINK RTP MAIL |
| Registration Number: | 2496517 | I |
| Registration Number: | 2045585 | INDUS |
| Registration Number: | 2271294 | INDUS |
| Registration Number: | 2716461 | INDUS INSITE |
| Registration Number: | 2333625 | INDUS INTERNATIONAL |
| Registration Number: | 1894581 | METERLINK |
| Registration Number: | 2112831 | RTP MAIL |
| Registration Number: | 2411672 | VISUAL RATE MODELER |
| Registration Number: | 2026027 | WINCALC |

CORRESPONDENCE DATA

Fax Number: (213)996-3339

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2136836339

Email: claudiaimmerzeel@paulhastings.com

Correspondent Name: Paul Hastings Janofsky & Walker LLP

Address Line 1: 515 South Flower Street, 25th Floor

Address Line 4: Los Angeles, CALIFORNIA 90071

| | |
|-------------------------|-----------------------|
| ATTORNEY DOCKET NUMBER: | 45035.00235 |
| NAME OF SUBMITTER: | Claudia R Immerzeel |
| Signature: | /Claudia R Immerzeel/ |
| Date: | 01/12/2007 |

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 9th day of January, 2007, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Credit Agreement dated January 9, 2007 (as amended, restated, supplemented or otherwise modified from time to time, including all schedules thereto, the "Second Lien Credit Agreement") among FORTEZZA HOLDINGS TOPCO S.À R.L., a *société à responsabilité limitée* organized under the laws of Luxembourg ("Parent"), and Indus International, Inc., a Delaware corporation, as borrower ("Borrower"), the lenders party thereto as "Lenders" ("Lenders"), and Agent, the Lender Group is willing to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Second Lien Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Security Agreement dated January 9, 2007 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group, this Trademark Security Agreement.

NOW, THEREFORE, 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Second Lien Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group, a continuing first priority security interest (subject to Permitted Liens) in all of such Grantor's right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and rights in and to Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all modifications and renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with any Trademark.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, the term "Trademark Collateral" shall not include any intent-to-use Trademark applications until such time as a

verified statement of use with respect thereto has been filed with the United States Patent and Trademark Office.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and 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.

5. AUTHORIZATION TO SUPPLEMENT. Grantors hereby authorize Agent to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors, which become part of the Trademark Collateral under the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

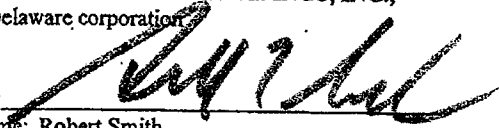
6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Second Lien Second Lien Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record.

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Agreement by and through their duly authorized officers, as of the day and year first above written.

GRANTORS:

FORTEZZA IRIDIUM HOLDINGS, INC.,
a Delaware corporation

By: 
Name: Robert Smith
Title: President

INDUS INTERNATIONAL, INC.,
a Delaware corporation

By: _____
Name: Gregory Dukat
Title: President

MOBILE DATA SOLUTIONS INC.,
a Delaware corporation

By: _____
Name: Vincent Burkett
Title: President

INDUS APAC, INC.,
a Delaware corporation

By: _____
Name: Gregory Dukat
Title: President

INDUS INTERNATIONAL JAPAN, INC.,
a Delaware corporation

By: _____
Name: Gregory Dukat
Title: President

INDUS GROUP NORTH AMERICA, INC.,
a California corporation

By: _____
Name: Gregory Dukat
Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (SECOND LIEN)]

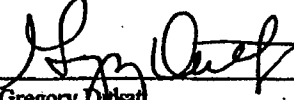
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FORTEZZA IRIDIUM HOLDINGS, INC.,
a Delaware corporation

By: _____
Name: Robert Smith
Title: President

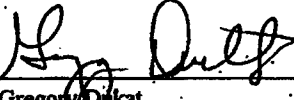
INDUS INTERNATIONAL, INC.,
a Delaware corporation

By:  _____
Name: Gregory Dukat
Title: President

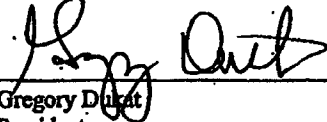
MOBILE DATA SOLUTIONS INC.,
a Delaware corporation

By: _____
Name: Vincent Burkett
Title: President

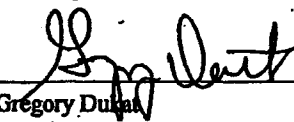
INDUS APAC, INC.,
a Delaware corporation

By:  _____
Name: Gregory Dukat
Title: President

INDUS INTERNATIONAL JAPAN, INC.,
a Delaware corporation

By:  _____
Name: Gregory Dukat
Title: President

INDUS GROUP NORTH AMERICA, INC.,
a California corporation

By:  _____
Name: Gregory Dukat
Title: President

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[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (SECOND LIEN)]

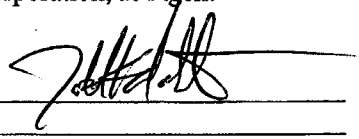
AGENT:

WELLS FARGO FOOTHILL, INC.,
a California corporation, as Agent

By: _____

Name: _____

Title: _____



SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

REGISTERED TRADEMARKS/TRADEMARK APPLICATIONS

REGISTERED TRADEMARKS

| Trademark | Country | Registration No. | Registration Date |
|-----------------------------------|---------------------|-------------------------|--------------------------|
| ENERLINK | Australia | 740083 | July 25, 1997 |
| INDUS INSITE | Australia | 908320 | April 3, 2002 |
| INDUS INTERNATIONAL & I DESIGN | Australia | 747166 | October 24, 1997 |
| ENERLINK | Bolivia | 16404 | N/A |
| ENERLINK | Brazil | 820265519 | N/A |
| ENERLINK | Canada | TMA468,124 | January 2, 1997 |
| ENERLINK | Canada | TMA468,123 | January 2, 1997 |
| INDUS INSITE | Canada | TMA598,490 | November 14, 2003 |
| METERLINK | Canada | TMA468,122 | January 2, 1997 |
| ENERLINK | Chile | 511,120 | N/A |
| ENERLINK | China (PRC) | 1250932 | N/A |
| INDUS INSITE | China (PRC) | 3134774 | N/A |
| ENERLINK | Colombia | 248593 | N/A |
| ENERLINK | Community Trademark | 000400853 | June 22, 1998 |
| INDUS INSITE | Community Trademark | 2637742 | October 7, 2003 |
| INDUS INTERNATIONAL & DESIGN | France | 97700688 | October 22, 1997 |
| ENERLINK | Indonesia | 420308 | N/A |
| INDUS INSITE | Japan | 4699301 | August 8, 2003 |
| ENERLINK | Mexico | 563443 | October 31, 1997 |
| ENERLINK | Peru | 042591 | N/A |
| ENERLINK | Philippines | 4-1997-126727 | N/A |
| INDUS INTERNATIONAL & I DESIGN | Singapore | T97/13376E | N/A |
| INDUS INTERNATIONAL & I DESIGN | Singapore | T97/13377C | N/A |
| INDUS INTERNATIONAL & I DESIGN | United Kingdom | 2148935 | April 10, 2003 |
| ABACUS | United States | 2,246,899 | May 25, 1999 |
| BILLGEN | United States | 2,182,891 | August 18, 1998 |
| CBL MANAGER | United States | 2,474,580 | July 31, 2001 |
| CRM ESSENTIALS | United States | 2,870,123 | August 3, 2004 |
| CURATOR | United States | 1,655,435 | September 3, 1991 |
| EDASH | United States | 2,656,132 | December 3, 2002 |
| ENERLINK | United States | 1,833,747 | May 3, 1994 |
| ENERLINK | United States | 1,839,740 | June 14, 1994 |
| ENERLINK & DESIGN | United States | 2,184,006 | August 25, 1998 |
| ENERLINK & DESIGN | United States | 2,184,010 | August 25, 1998 |
| ENERLINK RTP MAIL | United States | 2,129,888 | January 20, 1998 |
| I DESIGN | United States | 2,496,517 | October 9, 2001 |
| INDUS | United States | 2,045,585 | March 18, 1997 |
| INDUS | United States | 2,271,294 | August 24, 1999 |

| Trademark | Country | Registration No. | Registration Date |
|--------------------------------|----------------|-------------------------|--------------------------|
| INDUS INSITE | United States | 2,716,461 | May 13, 2003 |
| INDUS INTERNATIONAL & I DESIGN | United States | 2,333,625 | March 21, 2000 |
| METERLINK | United States | 1,894,581 | May 16, 1995 |
| RTP MAIL | United States | 2,112,831 | November 11, 1997 |
| VISUAL RATE MODELER | United States | 2,411,672 | December 12, 2000 |
| WINCALC | United States | 2,026,027 | December 24, 1996 |

PENDING APPLICATIONS

NONE

TRADEMARK LICENSES

| Licensor | Agreement | Licensed Customer Product IP |
|---|--|--|
| BEA Systems, Inc. | Channel License Agreement effective December 14, 2004 | J2EE Server module: BEA Weblogic Server |
| Business Objects Software Limited (fka Business Objects Americas) | OEM License Agreement dated October 19, 2004 | webIntelligence |
| Global360 (f/ka Identitech and eiStream) | Business Partner Alliance Agreement effective June 10, 1998 | Curator |
| Hyperion Solutions Corporation (formerly MITI and Brio) | OEM Agreement effective March 31, 2003 | Standard Reporting module: Hyperion Report, Hyperion Report View, Hyperion Report Builder |
| Informatica Corporation | OEM Software License Agreement dated July 6, 2000 | PowerCenter (f/k/a PowerMart) |
| Isomorphic | SmartClient ISV Pilot License and Support Agreement between Isomorphic Software, Inc. and Indus International, Inc. dated March 10, 2006 | SmartClient |
| Kinetics | Business Alliance Partner Agreement dated June 30, 1997 | Tag Out |
| Micro Focus (US), Inc. | Independent Software Vendor Agreement effective September 22, 2004 | Application Server |
| NextAxiom | OEM Agreement dated February 5, 2005, as amended | HyperService Business Platform, Hyperservice Studio Indus Edition |
| Oracle USA, Inc. | Oracle PartnerNetwork Application Specific Full Use Program Distribution Agreement effective February 13, 2006 | Oracle Database, Oracle Application Server, Oracle Developer Forms & Reports, Graphics, Programmer, Oracle 9i RDBMS, Programmer, Developer |
| Tadcon | OEM Master Agreement dated August 10, 2001, as amended | Tool Control |
| webMethods, Inc. | Distribution Platform Alliance Agreement effective April 18, | webMethods Integration Server |

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