TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dewey Holding Company		01/17/2007	CORPORATION: DELAWARE
Dewey Acquisition Company		01/17/2007	CORPORATION: DELAWARE
Data Research Associates, Inc.		01/17/2007	CORPORATION: MISSOURI
Docutek Information Systems, Inc.		01/17/2007	CORPORATION: DELAWARE
Dynix Co., Inc.		01/17/2007	CORPORATION: DELAWARE
Dynix Holding Corporation		01/17/2007	CORPORATION: DELAWARE
Dynix Corporation		01/17/2007	CORPORATION: UTAH
SIRSI Corporation		01/17/2007	CORPORATION: DELAWARE
SIRSI Holdings Corp.		01/17/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	2710894	JURISLINK
Registration Number:	2623181	LIBRARYHQ
Serial Number:	78729689	ROME
Serial Number:	78785337	SCHOOL ROOMS
Registration Number:	2537678	SIRSI
Registration Number:	2948022	SIRSI DIRECTOR'S STATION
Registration Number:	3142215	SIRSIDYNIX

OP $965.00 2710894

Registration Number:	2519682	SITE SOURCE
Registration Number:	2418930	UNICORN
Registration Number:	2420958	UNICORNECOLE
Registration Number:	2420960	UNICORNOASIS
Registration Number:	2420959	UNICORNSTILAS
Registration Number:	2117373	WEBCAT
Registration Number:	2294642	WORKFLOWS
Serial Number:	78587004	CORINTHIAN
Registration Number:	3085329	DYNIX
Registration Number:	1540792	NOTIS
Registration Number:	1539760	NOTIS
Registration Number:	1534251	NOTIS
Registration Number:	1534266	NOTIS
Registration Number:	3057386	URSA
Registration Number:	2062699	D R A
Registration Number:	2062698	DRA
Registration Number:	2000014	DRA
Registration Number:	2025232	DRA NET
Registration Number:	2020583	INLEX
Registration Number:	1451821	MULTILIS
Registration Number:	2435491	TAOS
Registration Number:	2492896	TAOS
Registration Number:	2740956	DOCUFAX
Registration Number:	2723041	DOCULIB
Registration Number:	2651435	DOCUTEK
Registration Number:	2780125	DOCUTEK ATSCHOOL
Registration Number:	2831919	DOCUTEK ERES
Registration Number:	2723010	DOCUTEK.COM
Registration Number:	2701663	ERES
Registration Number:	2844708	MAKING ONLINE LEARNING SIMPLE
Registration Number:	2850738	VRLPLUS

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:	45035.00236
NAME OF SUBMITTER:	Claudia R Immerzeel
Signature:	/Claudia R Immerzeel/
Date:	01/22/2007

Total Attachments: 10
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 17th 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 co-lead arranger and administrative 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 17, 2007 (as amended, restated, supplemented or otherwise modified from time to time, including all schedules thereto, the "Second Lien Credit Agreement") among DEWEY HOLDING COMPANY, a Delaware corporation ("Parent"), DEWEY ACQUISITION COMPANY, a Delaware corporation, as borrower ("Borrower"; it being understood that (x) from and after the consummation of the First Merger Transaction as described in the Second Lien Credit Agreement, SIRSI Holdings Corp., a Delaware corporation ("Sirsi Holdings") will be the Borrower thereunder, and (y) from and after the consummation of the Second Merger Transaction, Sirsi Corporation, a Delaware corporation ("Sirsi"), will be the "Borrower" thereunder), the lenders party thereto as "Lenders" ("Lenders"), Agent, and MERRILL LYNCH CAPITAL, a division of Merrill Lynch Business Financial Services Inc., as the co-lead arranger, 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 17, 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 United States Trademarks referred to on Schedule I hereto.

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 and accepted with the United States Patent and Trademark Office.

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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. To the extent permitted by Applicable Law, 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, as between any Grantor and the Lender Group, 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 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.

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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:

DEWEY HOLDING COMPANY,
a Delaware corporation

By: _____
Name: ROBERT E. SMITH
Title: PRESIDENT

DEWEY ACQUISITION COMPANY,
a Delaware corporation

By: _____
Name: ROBERT E. SMITH
Title: PRESIDENT

DATA RESEARCH ASSOCIATES, INC.,
a Missouri corporation

By: _____
Name: PATRICK C. SOMMERS
Title: PRESIDENT

DOCUTEK INFORMATION SYSTEMS, INC.,
a Delaware corporation

By: _____
Name: PATRICK C. SOMMERS
Title: PRESIDENT

DYNIX CO., INC.,
a Delaware corporation

By: _____
Name: PATRICK C. SOMMERS
Title: PRESIDENT

DYNIX HOLDING CORPORATION,
a Delaware corporation

By: _____
Name: PATRICK C. SOMMERS
Title: PRESIDENT

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

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:

DEWEY HOLDING COMPANY,
a Delaware corporation

By: _____
Name: ROBERT E. SMITH
Title: PRESIDENT

DEWEY ACQUISITION COMPANY,
a Delaware corporation

By: _____
Name: ROBERT E. SMITH
Title: PRESIDENT

DATA RESEARCH ASSOCIATES, INC.,
a Missouri corporation

By: _____
Name: PATRICK C. SOMMERS
Title: PRESIDENT

DOCUTEK INFORMATION SYSTEMS, INC.,
a Delaware corporation

By: _____
Name: PATRICK C. SOMMERS
Title: PRESIDENT

DYNIX CO., INC.,
a Delaware corporation

By: _____
Name: PATRICK C. SOMMERS
Title: PRESIDENT

DYNIX HOLDING CORPORATION,
a Delaware corporation

By: _____
Name: PATRICK C. SOMMERS
Title: PRESIDENT

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

DYNIX CORPORATION,
a Utah corporation

By: _____
Name: PATRICK C. SOMMERS
Title: PRESIDENT

SIRSI CORPORATION,
a Delaware corporation

By: _____
Name: PATRICK C. SOMMERS
Title: PRESIDENT

SIRSI HOLDINGS CORP.,
a Delaware corporation

By: _____
Name: PATRICK C. SOMMERS
Title: PRESIDENT

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

AGENT:

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

By: _____
Name: TODD R. NAKAMOTO
Title: VICE PRESIDENT

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Sirsi Corporation

Mark	Registration No. (Serial No.)	Registration Date (Filing Date)
JURISLINK	2710894	4/29/2003
LIBRARYHQ	2623181	9/24/2002
ROME	(78/729689)	(10/10/2005)
SCHOOL ROOMS	(78/785337)	(1/5/2006)
SIRSI	2537678	2/12/2002
SIRSI DIRECTOR'S STATION	2948022	5/10/2005
SIRSIDYNIX	3142215	09/12/2006
SITE SOURCE	2519682	12/18/2001
UNICORN	2418930	1/9/2001
UNICORNECOLE	2420958	1/16/2001
UNICORNOASIS	2420960	1/16/2001
UNICORNSTILAS	2420959	1/16/2001
WEBCAT	2117373	12/2/1997
WORKFLOWS	2294642	11/23/1999

Dynix Corporation

Mark	Registration No. (Serial No.)	Registration Date (Filing Date)
CORINTHIAN	(78/587004)	(3/14/2005)
DYNIX	3085329	4/25/2006
NOTIS**	1540792	5/23/1989
NOTIS**	1539760	5/16/1989
NOTIS**	1534251	4/11/1989
NOTIS**	1534266	4/11/1989
URSA	3057386	2/7/2006

**currently registered in the name of Notis Systems, Incorporated.

Data Research Associates, Inc.

Mark	Registration No. (Serial No.)	Registration Date (Filing Date)
DRA	2062699	5/20/1997
DRA	2062698	5/20/1997
DRA	2000014	9/10/1996
DRA NET	2025232	12/24/1996
INLEX	2020583	(12/3/1996)
MULTILIS	1451821	8/11/1987
TAOS	2435491	3/13/2001
TAOS	2492896	9/25/2001

Docutek Information Systems, Inc.

Mark	Registration No. (Serial No.)	Registration Date (Filing Date)
DOCUFAX	2740956	7/29/2003
DOCULIB	2723041	6/10/2003
DOCUTEK	2651435	11/19/2002
DOCUTEK ATSCHOOL	2780125	11/4/2003
DOCUTEK ERES	2831919	4/13/2004
DOCUTEK.COM	2723010	6/10/2003
ERES	2701663	4/1/2003
MAKING ONLINE LEARNING SIMPLE	2844708	5/25/2004
VRLPLUS	2850738	6/8/2004