

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 |

900067410

TRADEMARK
REEL: 003466 FRAME: 0001

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.

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.

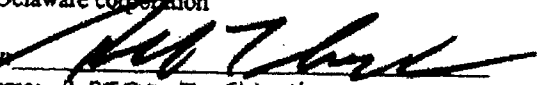
6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission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

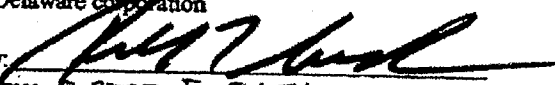
IN WITNESS WHEREOF, the undersigned parties hereto have executed this Agreement by and through their duly authorized officers, as of the day and year first above written.

GRANTORS:

DEWEY HOLDING COMPANY,
a Delaware corporation

By: 
Name: ROBERT F. SMITH
Title: PRESIDENT

DEWEY ACQUISITION COMPANY,
a Delaware corporation

By: 
Name: ROBERT F. 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

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:

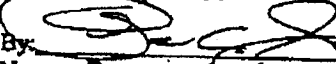
DEWEY HOLDING COMPANY,
a Delaware corporation

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


DEWEY ACQUISITION COMPANY,
a Delaware corporation

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

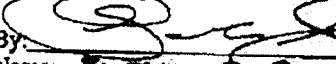
DATA RESEARCH ASSOCIATES, INC.,
a Missouri corporation

By: 
Name: PATRICK C. SOMMERS
Title: PRESIDENT

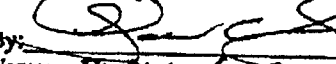
DOCUTEK INFORMATION SYSTEMS, INC.,
a Delaware corporation

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]

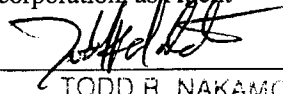
AGENT:

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

By:

Name:

Title:



TODD R. NAKAMOTO

VICE PRESIDENT

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 |