

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Collateral Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KNOVA GS, Inc.		03/13/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Harris N.A., as Agent
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	2303097	SERVICEWARE
Registration Number:	1919047	COGNITIVE PROCESSOR
Registration Number:	3102180	KNOVA
Registration Number:	2812107	
Registration Number:	2492917	KANISA
Registration Number:	2805234	
Registration Number:	2817905	KANISA
Registration Number:	2827632	ACTIVE
Registration Number:	2871383	ACTIVE
Registration Number:	2259373	ACTIVE BUYER'S GUIDE
Registration Number:	2832415	ACTIVE DECISIONS
Registration Number:	2791084	ACTIVE FINANCIAL ASSISTANT
Registration Number:	2427797	ACTIVE RESEARCH
Registration Number:	2661202	ACTIVE RESEARCH ADVISOR

CH \$490.00 2303097

Registration Number:	2665054	ACTIVE RESEARCH QUARTERLY
Registration Number:	2661200	ACTIVE RESEARCH UPDATE
Registration Number:	2791085	ACTIVE SALES ASSISTANT
Registration Number:	2691864	ACTIVEFLASH
Registration Number:	2936060	TOTAL ASSIST

CORRESPONDENCE DATA

Fax Number: (312)803-5299

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

Phone: (312) 845-3430

Email: kalwa@chapman.com

Correspondent Name: Richard Kalwa

Address Line 1: 111 West Monroe Street

Address Line 2: Chapman and Cutler LLP

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1623818
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	03/19/2007

Total Attachments: 5

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SECOND LIEN TRADEMARK COLLATERAL AGREEMENT

This 13th day of March, 2007, KNOVA GS, INC., a Delaware corporation ("*Debtor*"), with its principal place of business and mailing address at 450 East 96th Street, Suite 300, Indianapolis, Indiana 46240, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants HARRIS N.A., a national banking association ("*Harris*") with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent for the Secured Creditors defined in that certain Security Agreement hereinafter defined (Harris acting as such administrative agent and any successor or successors to Harris acting in such capacity being hereinafter referred to as the "*Agent*"), a lien on, and a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Debtor as set out in that certain Second Lien Security Agreement dated as of the date hereof, by and among Debtor, the other debtors party thereto and the Agent, as the same may be amended, modified, supplemented or restated from time to time (the "*Security Agreement*").

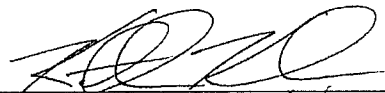
Notwithstanding the foregoing, this Second Lien Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Agent of any applications by the Debtor for any Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*").

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement and in the event of any conflict or ambiguity between this Second Lien Trademark Collateral Agreement and the Security Agreement, the Security Agreement shall control.

The lien and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses granted to the Agent and the exercise of any right or remedy of the Agent are subject to the provisions of that certain Intercreditor Agreement dated as of even date herewith (the Intercreditor Agreement as may be amended, modified, restated or supplemented from time to time, the "*Intercreditor Agreement*"), by and between Harris N.A., as First Lien Collateral Agent and Harris N.A., as Second Lien Agent, and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of this Second Lien Trademark Agreement and the Intercreditor Agreement, the terms of the Intercreditor Agreement shall govern and control.

IN WITNESS WHEREOF, Debtor has caused this Second Lien Trademark Collateral Agreement to be duly executed as of the date and year last above written.

KNOVA GS, INC.

By 
Name: Katherine Kinder
Its: _____

Accepted and agreed to at Chicago, Illinois as of the day and year last above written.

HARRIS N.A., as Agent

By _____
Name: _____
Its: _____

[Signature Page to Knova GS Second Lien Trademark Collateral Agreement]

Debtor does hereby further acknowledge and affirms that the rights and remedies of Agent with respect to the security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement and in the event of any conflict or ambiguity between this Second Lien Trademark Collateral Agreement and the Security Agreement, the Security Agreement shall control.

The lien and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses granted to the Agent and the exercise of any right or remedy of the Agent are subject to the provisions of that certain Intercreditor Agreement dated as of even date herewith (the Intercreditor Agreement as may be amended, modified, restated or supplemented from time to time, the "*Intercreditor Agreement*"), by and between Harris N.A., as First Lien Collateral Agent and Harris N.A., as Second Lien Agent, and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of this Second Lien Trademark Agreement and the Intercreditor Agreement, the terms of the Intercreditor Agreement shall govern and control.

IN WITNESS WHEREOF, Debtor has caused this Second Lien Trademark Collateral Agreement to be duly executed as of the date and year last above written.

KNOVA GS, INC.

By _____
Name: _____
Its: _____

Accepted and agreed to at Chicago, Illinois as of the day and year last above written.

HARRIS N.A., as Agent

By Gregory Z. Tomczyk
Name: Gregory Tomczyk
Its: Authorized Signatory

**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK REGISTRATION

<u>MARK</u>	<u>App./Reg. No.</u>	<u>Status</u>
SERVICEWARE	2,303,097	Registered
COGNITIVE PROCESSOR	1,919,047	Registered
KNOVA	3,102,180	Registered
Kanisa Logo	2,812,107	Registered
KANISA	2,492,917	Registered
Kanisa Logo	2,805,234	Registered
KANISA	2,817,905	Registered
ACTIVE	2,827,632	Registered
ACTIVE	2,871,383	Registered
ACTIVE BUYER'S GUIDE	2,259,373	Cancelled
ACTIVE DECISIONS	2,832,415	Registered
ACTIVE FINANCIAL ASSISTANT	2,791,084	Registered
ACTIVE RESEARCH	2,427,797	Registered
ACTIVE RESEARCH ADVISOR	2,661,202	Registered
ACTIVE RESEARCH QUARTERLY	2,665,054	Registered
ACTIVE RESEARCH UPDATE	2,661,200	Registered
ACTIVE SALES ASSISTANT	2,791,085	Registered
ACTIVEFLASH	2,691,864	Registered
TOTAL ASSIST	2,936,060	Registered

TRADEMARK APPLICATIONS

NONE.

**SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK LICENSES

None.

[Signature Page to Knova GS Second Lien Trademark Collateral Agreement]

RECORDED: 03/19/2007

**TRADEMARK
REEL: 003502 FRAME: 0662**