

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ferrari Holdings Inc.		04/26/2007	CORPORATION: DELAWARE
FrontRange Solutions Inc.		04/26/2007	CORPORATION: DELAWARE
FrontRange Solutions USA Inc.		04/26/2007	CORPORATION: COLORADO
Cayo Communications Inc.		04/26/2007	CORPORATION: CALIFORNIA

## RECEIVING PARTY DATA

Name:	Jefferies Finance LLC
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2775700	VOXPOINT
Registration Number:	2753613	FRONTRANGE SOLUTIONS
Registration Number:	2709799	
Registration Number:	2753614	FRONTRANGE SOLUTIONS
Registration Number:	2724978	OPTIMIZE THE CUSTOMER EXPERIENCE
Registration Number:	2785083	CUSTOMERIQ
Registration Number:	1991498	FIRST LEVEL SUPPORT
Registration Number:	2041587	GOLDMINE
Registration Number:	2210801	HEAT
Registration Number:	2632197	SIMPLY POWERFUL
Registration Number:	2559582	CREATING CUSTOMERS FOR LIFE

TRADEMARK

REEL: 003532 FRAME: 0066

900075620

CH \$365.00 2775700

Registration Number:	2178070	GOLDSYNC
Registration Number:	2708084	INFOCENTER
Registration Number:	3076265	DISCOVERNET

# **CORRESPONDENCE DATA**

Fax Number: (212)755-7306

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

Phone: 212-326-3712

Email: sdbryan@jonesday.com,khfink@jonesday.com

Correspondent Name: Sophia Bryan

Address Line 1: 222 East 41st Street

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	175274-635013
NAME OF SUBMITTER:	Sophia Bryan
Signature:	/Sophia Bryan/
Date:	04/30/2007

## **Total Attachments: 7**

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### Trademark Security Agreement

This Trademark Security Agreement (this "Trademark Security Agreement"), dated as of April 26, 2007, by Ferrari Holding Inc. (the "Borrower") and each Guarantor listed on Schedule 1 hereto (collectively, the "Original Guarantors," together with the Borrower, the "Pledgors"), in favor of Jefferies Finance LLC, in its capacity as Collateral Agent pursuant to the Term Loan Agreement of even date herewith (in such capacity, the "Collateral Agent").

### WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (as amended, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the ratable benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the ratable benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor (collectively, the "Trademark Collateral"):

- (a) Trademarks of such Pledgor listed on Schedule 2 attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and Pledgors hereby acknowledge and affirm that the rights and remedies of the Trustee 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the full payment and performance of the Secured Obligations (other than unmatured indemnification obligations for which no claim has been asserted), upon written request of the Borrower, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.



SECTION 5. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION, EXCEPT TO THE EXTENT THAT

THE UCC PROVIDES THAT PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.


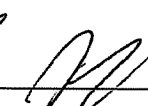
**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.



**FERRARI HOLDING INC.,**  
as Pledgor

By:    
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**FRONTRANGE SOLUTIONS INC.,**  
as Pledgor

By:    
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**FRONTRANGE SOLUTIONS USA INC.,**  
as Pledgor

By:    
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CAYO COMMUNICATIONS INC.,**  
as Pledgor

By:    
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted and Agreed:

**JEFFERIES FINANCE LLC,**  
as Collateral Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**FERRARI HOLDING INC.,  
as Pledgor**

By: \_\_\_\_\_  
Name:  
Title:

**FRONTRANGE SOLUTIONS INC.,  
as Pledgor**

By: \_\_\_\_\_  
Name:  
Title:

**FRONTRANGE SOLUTIONS USA INC.,  
as Pledgor**

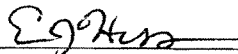
By: \_\_\_\_\_  
Name:  
Title:

**CAYO COMMUNICATIONS INC.,  
as Pledgor**

By: \_\_\_\_\_  
Name:  
Title:

Accepted and Agreed:

**JEFFERIES FINANCE LLC,  
as Collateral Agent**

By:   
Name: E. Joseph Hess  
Title: Managing Director

SECOND LIEN TRADEMARK SECURITY AGREEMENT

**TRADEMARK  
REEL: 003532 FRAME: 0071**

**SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT**

**ORIGINAL GUARANTORS**

<b>NAME</b>	<b>ADDRESS</b>
FrontRange Solutions Inc.	4120 Dublin Boulevard, Suite 200, Dublin, CA 94568
FrontRange Solutions USA Inc.	4120 Dublin Boulevard, Suite 200, Dublin, CA 94568
CAYO COMMUNICATIONS INC.	4120 Dublin Boulevard, Suite 200, Dublin, CA 94568

**SCHEDULE 2  
TO  
TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Trademark Registrations:

<b>OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
Cayo Communications Inc.	2,775,700	VOXPOINT
FrontRange Solutions Inc. (Formerly Goldmine Software Corporation)	2,753,613	FRONTRANGE SOLUTIONS
FrontRange Solutions Inc. (Formerly Goldmine Software Corporation)	2,709,799	DESIGN MARK
FrontRange Solutions Inc.	2,753,614	FRONTRANGE SOLUTIONS
FrontRange Solutions Inc. (Formerly Goldmine Software Corporation)	2,724,978	OPTIMIZE THE CUSTOMER EXPERIENCE
FrontRange Solutions Inc. (Formerly Elan Software Corporation)	2,785,083	CUSTOMERIQ
FrontRange Solutions USA Inc. (Formerly Bendata, Inc.)	1,991,498	FIRST LEVEL SUPPORT
FrontRange Solutions USA Inc. (Formerly Goldmine Software Corporation)	2,041,587	GOLDMINE
FrontRange Solutions USA Inc. (Formerly Bendata, Inc.)	2,210,801	HEAT
FrontRange Solutions USA Inc. (Formerly Bendata, Inc.)	2,632,197	SIMPLY POWERFUL
FrontRange Solutions Inc. (Formerly Goldmine Software Corporation)	2,559,582	CREATING CUSTOMERS FOR LIFE
FrontRange Solutions USA Inc. (Formerly Goldmine Front Office Division, Inc., formerly Goldmine Software	2,178,070	GOLDSYNC



Corporation)		
FrontRang Solutions USA Inc. (Formerly Goldmine Front Office Division Inc., formerly Goldmine Software Corporation)	2,708,084	INFOCENTER
FrontRange Solutions USA Inc.	3,076,265	DISCOVERNET

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
FrontRange Solutions USA Inc.	78/487536	MASTER THE DYNAMICS OF CHANGE