

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
COADE Holdings, Inc.		05/01/2007	CORPORATION: DELAWARE
COADE Intermediate Holdings, Inc.		05/01/2007	CORPORATION: DELAWARE
ENGINEERING PHYSICS SOFTWARE, INC. d/b/a COADE, INC.		05/01/2007	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Churchill Financial LLC, as Administrative Agent
Street Address:	400 Park Avenue, Suite 1510
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2619452	CADWORX
Registration Number:	2408917	CAESAR II
Registration Number:	2428384	CODECALC
Registration Number:	2477589	COADE
Registration Number:	2408916	PVELITE

CORRESPONDENCE DATA

Fax Number: (617)951-8736
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 617-951-8075
 Email: shannon.mcguire@bingham.com
 Correspondent Name: Shannon L. McGuire
 Address Line 1: 150 Federal Street

OP \$140.00 2619452

Address Line 2: Bingham McCutchen
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Shannon L. McGuire
Signature:	/SLMcGuire/
Date:	05/14/2007

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 1, 2007, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of **Churchill Financial LLC** ("Churchill"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 1, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among COADE HOLDINGS, INC., a Delaware corporation (the "Borrower"), COADE INTERMEDIATE HOLDINGS, INC., a Delaware corporation, ENGINEERING PHYSICS SOFTWARE, INC. d/b/a COADE, INC., a Texas corporation, the Lenders from time to time party thereto and Churchill, as Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

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

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.]

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Trademark Licenses subject to a security interest hereunder, unless otherwise consented to in writing by the Administrative Agent, such consent not to be unreasonably withheld. Each Grantor hereby agrees that, in the event that any of such Grantor's Trademarks or Trademark Licenses are or have been infringed, misappropriated, violated, diluted or otherwise impaired by a third party, such Grantor shall take action as it reasonably deems appropriate under the circumstances in response thereto, including promptly bringing suit and recovering damages therefor.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

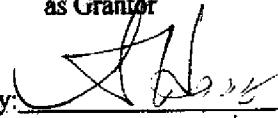
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

COADE HOLDINGS, INC.
as Grantor

COADE INTERMEDIATE HOLDINGS, INC.
as Grantor

ENGINEERING PHYSICS SOFTWARE, INC.
D/B/A COADE, INC.
as Grantor

By: 
Name: Sarah Hines
Title: VP Secretary


COADE, INC.

COADE, INC.

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

CHURCHILL FINANCIAL LLC
as Administrative Agent

By: 
Name: Casey Zmijewski
Title: Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 003540 FRAME: 0980

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. REGISTERED TRADEMARKS

Legal Entity	Country	Trademark or Trade Name	Reg. No.	Reg. Date	Renewal Date
Engineering Physics Software, Inc.	USA	CADWORX	2619452	09/17/2002	09/17/2012
Engineering Physics Software, Inc.	USA	CAESAR II	2408917	11/28/2000	11/28/2010
Engineering Physics Software, Inc.	USA	CODECALC	2428384	02/13/2001	02/13/2011
Engineering Physics Software, Inc.	USA	COADE	2477589	08/14/2001	08/14/2011
Engineering Physics Software, Inc.	USA	PVELITE	2408916	11/28/2000	11/28/2010

B. TRADEMARK APPLICATIONS

None.

C. TRADEMARK LICENSES

None.