

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
Fortezza Iridium Holdings, Inc.		01/09/2007	CORPORATION: DELAWARE
Indus International, Inc.		01/09/2007	CORPORATION: DELAWARE
Mobile Data Solutions Inc.		01/09/2007	CORPORATION: DELAWARE
Indus International Japan, Inc.		01/09/2007	CORPORATION: DELAWARE
Indus Group North America, Inc.		01/09/2007	CORPORATION: CALIFORNIA
Indus Apac, Inc.		01/09/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Goldman Sachs Specialty Lending Group, L.P., as Agent
Street Address:	6011 Connection Drive
Internal Address:	Attention: Indus/Ventyx Account Manager
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	1655435	CURATOR
Registration Number:	1833747	ENERLINK
Registration Number:	1839740	ENERLINK
Registration Number:	1894581	METERLINK
Registration Number:	2026027	WINCALC
Registration Number:	2246899	ABACUS
Registration Number:	2045585	INDUS
Registration Number:	2271294	INDUS
Registration Number:	2112831	RTP MAIL

TRADEMARK

REEL: 003557 FRAME: 0538

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Registration Number:	2129888	ENERLINK RTP MAIL
Registration Number:	2184006	ENERLINK
Registration Number:	2184010	ENERLINK
Registration Number:	2496517	I
Registration Number:	2333625	INDUS INTERNATIONAL
Registration Number:	2474580	CBL MANAGER
Registration Number:	2411672	VISUAL RATE MODELER
Registration Number:	2656132	EDASH
Registration Number:	2716461	INDUS INSITE
Registration Number:	2870123	CRM ESSENTIALS
Registration Number:	2182891	BILLGEN

CORRESPONDENCE DATA

Fax Number: (404)888-4190
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 404-888-4000
 Email: rcherry@hunton.com
 Correspondent Name: John R. Schneider, Esq.
 Address Line 1: Hunton & Williams LLP
 Address Line 2: 600 Peachtree Street, NE, Suite 4100
 Address Line 4: Atlanta, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	GSSLG/INDUS - 65740.031
NAME OF SUBMITTER:	John R Schneider, Esq.
Signature:	/John R Schneider, Esq./
Date:	06/08/2007

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 9th 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 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 9, 2007 (as amended, restated, supplemented or otherwise modified from time to time, including all schedules thereto, the "Second Lien Credit Agreement") among FORTEZZA HOLDINGS TOPCO S.À R.L., a *société à responsabilité limitée* organized under the laws of Luxembourg ("Parent"), and Indus International, Inc., a Delaware corporation, as borrower ("Borrower"), the lenders party thereto as "Lenders" ("Lenders"), and Agent, 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 9, 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 referred to on Schedule I hereto;

(b) all modifications and renewals of the foregoing;

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

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with any Trademark.

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 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. 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 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 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:

FORTEZZA IRIDIUM HOLDINGS, INC.,
a Delaware corporation

By: 
Name: Robert Smith
Title: President

INDUS INTERNATIONAL, INC.,
a Delaware corporation

By: _____
Name: Gregory Dukat
Title: President

MOBILE DATA SOLUTIONS INC.,
a Delaware corporation

By: _____
Name: Vincent Burkett
Title: President

INDUS APAC, INC.,
a Delaware corporation

By: _____
Name: Gregory Dukat
Title: President

INDUS INTERNATIONAL JAPAN, INC.,
a Delaware corporation

By: _____
Name: Gregory Dukat
Title: President

INDUS GROUP NORTH AMERICA, INC.,
a California corporation

By: _____
Name: Gregory Dukat
Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (SECOND LIEN)]

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a California corporation

By: _____
Name: Gregory Dukat
Title: President

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Title: President

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a Delaware corporation

By: _____
Name: Gregory Dukat
Title: President

INDUS GROUP NORTH AMERICA, INC.,
a California corporation

By: _____
Name: Gregory Dukat
Title: President

AGENT:

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

By: 

Name: Todd Nakamoto

Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

REGISTERED TRADEMARKS/TRADEMARK APPLICATIONS

REGISTERED TRADEMARKS

Trademark	Country	Registration No.	Registration Date
ENERLINK	Australia	740083	July 25, 1997
INDUS INSITE	Australia	908320	April 3, 2002
INDUS INTERNATIONAL & I DESIGN	Australia	747166	October 24, 1997
ENERLINK	Bolivia	16404	N/A
ENERLINK	Brazil	820265519	N/A
ENERLINK	Canada	TMA468,124	January 2, 1997
ENERLINK	Canada	TMA468,123	January 2, 1997
INDUS INSITE	Canada	TMA598,490	November 14, 2003
METERLINK	Canada	TMA468,122	January 2, 1997
ENERLINK	Chile	511,120	N/A
ENERLINK	China (PRC)	1250932	N/A
INDUS INSITE	China (PRC)	3134774	N/A
ENERLINK	Colombia	248593	N/A
ENERLINK	Community Trademark	000400853	June 22, 1998
INDUS INSITE	Community Trademark	2637742	October 7, 2003
INDUS INTERNATIONAL & DESIGN	France	97700688	October 22, 1997
ENERLINK	Indonesia	420308	N/A
INDUS INSITE	Japan	4699301	August 8, 2003
ENERLINK	Mexico	563443	October 31, 1997
ENERLINK	Peru	042591	N/A
ENERLINK	Philippines	4-1997-126727	N/A
INDUS INTERNATIONAL & I DESIGN	Singapore	T97/13376E	N/A
INDUS INTERNATIONAL & I DESIGN	Singapore	T97/13377C	N/A
INDUS INTERNATIONAL & I DESIGN	United Kingdom	2148935	April 10, 2003
ABACUS	United States	2,246,899	May 25, 1999
BILLGEN	United States	2,182,891	August 18, 1998
CBL MANAGER	United States	2,474,580	July 31, 2001
CRM ESSENTIALS	United States	2,870,123	August 3, 2004
CURATOR	United States	1,655,435	September 3, 1991
EDASH	United States	2,656,132	December 3, 2002
ENERLINK	United States	1,833,747	May 3, 1994
ENERLINK	United States	1,839,740	June 14, 1994
ENERLINK & DESIGN	United States	2,184,006	August 25, 1998
ENERLINK & DESIGN	United States	2,184,010	August 25, 1998
ENERLINK RTP MAIL	United States	2,129,888	January 20, 1998
I DESIGN	United States	2,496,517	October 9, 2001
INDUS	United States	2,045,585	March 18, 1997
INDUS	United States	2,271,294	August 24, 1999

Trademark	Country	Registration No.	Registration Date
INDUS INSITE	United States	2,716,461	May 13, 2003
INDUS INTERNATIONAL & I DESIGN	United States	2,333,625	March 21, 2000
METERLINK	United States	1,894,581	May 16, 1995
RTP MAIL	United States	2,112,831	November 11, 1997
VISUAL RATE MODELER	United States	2,411,672	December 12, 2000
WINCALC	United States	2,026,027	December 24, 1996

PENDING APPLICATIONS

NONE

TRADEMARK LICENSES

Licensor	Agreement	Licensed Customer Product IP
BEA Systems, Inc.	Channel License Agreement effective December 14, 2004	J2EE Server module: BEA Weblogic Server
Business Objects Software Limited (fka Business Objects Americas)	OEM License Agreement dated October 19, 2004	webIntelligence
Global360 (fka Identitech and eiStream)	Business Partner Alliance Agreement effective June 10, 1998	Curator
Hyperion Solutions Corporation (formerly MITI and Brio)	OEM Agreement effective March 31, 2003	Standard Reporting module: Hyperion Report, Hyperion Report View, Hyperion Report Builder
Informatica Corporation	OEM Software License Agreement dated July 6, 2000	PowerCenter (f/k/a PowerMart)
Isomorphic	SmartClient ISV Pilot License and Support Agreement between Isomorphic Software, Inc. and Indus International, Inc. dated March 10, 2006	SmartClient
Kinetics	Business Alliance Partner Agreement dated June 30, 1997	Tag Out
Micro Focus (US), Inc.	Independent Software Vendor Agreement effective September 22, 2004	Application Server
NextAxiom	OEM Agreement dated February 5, 2005, as amended	HyperService Business Platform, Hyperservice Studio Indus Edition
Oracle USA, Inc.	Oracle PartnerNetwork Application Specific Full Use Program Distribution Agreement effective February 13, 2006	Oracle Database, Oracle Application Server, Oracle Developer Forms & Reports, Graphics, Programmer, Oracle 9i RDBMS, Programmer, Developer
Tadcon	OEM Master Agreement dated August 10, 2001, as amended	Tool Control
webMethods, Inc.	Distribution Platform Alliance Agreement effective April 18,	webMethods Integration Server

	2003	
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