

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT																								
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST																								
<b>CONVEYING PARTY DATA</b>																									
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Name</th> <th style="width: 25%;">Formerly</th> <th style="width: 25%;">Execution Date</th> <th style="width: 25%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>Ventyx Inc.</td> <td></td> <td>06/08/2007</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>Mobile Data Solutions Inc.</td> <td></td> <td>06/08/2007</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>Indus Apac, Inc.</td> <td></td> <td>06/08/2007</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>Ventyx Asia Inc.</td> <td></td> <td>06/08/2007</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>Indus Group North America, Inc.</td> <td></td> <td>06/08/2007</td> <td>CORPORATION: CALIFORNIA</td> </tr> </tbody> </table>	Name	Formerly	Execution Date	Entity Type	Ventyx Inc.		06/08/2007	CORPORATION: DELAWARE	Mobile Data Solutions Inc.		06/08/2007	CORPORATION: DELAWARE	Indus Apac, Inc.		06/08/2007	CORPORATION: DELAWARE	Ventyx Asia Inc.		06/08/2007	CORPORATION: DELAWARE	Indus Group North America, Inc.		06/08/2007	CORPORATION: CALIFORNIA	
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Ventyx Asia Inc.		06/08/2007	CORPORATION: DELAWARE																						
Indus Group North America, Inc.		06/08/2007	CORPORATION: CALIFORNIA																						
<b>RECEIVING PARTY DATA</b>																									
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																								
<b>PROPERTY NUMBERS Total: 13</b>																									
Property Type	Number	Word Mark																							
Registration Number:	2540694	ADVANTEX																							
Registration Number:	2324758	MDSI																							
Registration Number:	2742914	WIRELESS@WORK																							
Registration Number:	1764138	MIDAS GOLD																							
Registration Number:	1557786	ST-FIN																							
Registration Number:	2394887	ENERGY OFFICE 2000																							
Registration Number:	2669127	KWI																							
Registration Number:	2748630	KWI																							
Registration Number:	2585429	KW2000																							
Registration Number:	2757415	KW3000																							

CH \$340.00 2540694

Registration Number:	2846322	PROFIT AT RISK
Registration Number:	2854870	P@R
Serial Number:	78226060	COMPOSE

# **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:	06/12/2007

# **Total Attachments: 7**

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## **AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT**

This **AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT**, dated as of June 8, 2007 (this "Amendment"), is delivered pursuant to Section 5 of that certain Trademark Security Agreement, dated as of January 9, 2007 (the "Trademark Security Agreement"), among the Grantors signatory thereto and the Grantors that executed that certain Supplement No. 1 to Second Lien Security Agreement, dated as of June 8, 2007 (each referred to hereinafter each individually as a "Grantor" and collectively, jointly and severally, as "Grantors") and **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**, as successor to **WELLS FARGO FOOTHILL, INC.**, a Delaware limited partnership, as administrative agent for the Lenders (in such capacity, together with its successors and permitted assigns, if any, in such capacity, "Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trademark Security Agreement, which by this reference is incorporated herein.

WHEREAS, the Grantors and Agent wish to amend the Trademark Security Agreement by adding Trademarks to the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. Grantors and Agent hereby agree that the Trademark Collateral listed on Schedule 1 attached hereto (the "New Trademark Collateral") shall supplement and become part of the Trademark Collateral referred to in the Trademark Security Agreement and Schedule I attached thereto (the "Existing Trademark Collateral") and shall secure all Obligations.

2. Each Grantor, as applicable, hereby: (a) reaffirms all prior grants of security interests in favor of Agent in all of Grantor's right, title, and interest in, to, and under the Existing Trademark Collateral; (b) grants, assigns, transfers, and conveys to Agent continuing security interests in all of Grantor's right, title, and interest in, to, and under the New Trademark Collateral; (c) represents and warrants, to the extent such representation and warranty does not relate to an earlier date, that the representations and warranties in the Trademark Security Agreement, as amended by the Amendment, are true and correct in all material respects on and as of the date hereof, as though made on such date; and (d) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

3. This Amendment shall be governed by, and construed and enforced in accordance with, the federal laws of the United States and the laws of the State of New York.

4. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

5. This Amendment is a Loan Document.

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:**

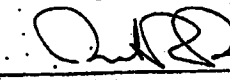
**VENTYX INC.,**  
a Delaware corporation

By:   
Name: Bret Bolin  
Title: Chief Financial Officer


**MOBILE DATA SOLUTIONS INC.,**  
a Delaware corporation

By:   
Name: Bret Bolin  
Title: Chief Financial Officer

**INDUS APAC, INC.,**  
a Delaware corporation

By:   
Name: Bret Bolin  
Title: Chief Financial Officer

**VENTYX ASIA INC.,**  
a Delaware corporation

By:   
Name: Bret Bolin  
Title: Chief Financial Officer

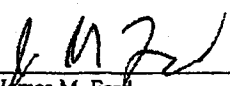
**INDUS GROUP NORTH AMERICA, INC.,**  
a California corporation

By:   
Name: Bret Bolin  
Title: Chief Financial Officer


[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO  
TRADEMARK SECURITY AGREEMENT]

Amendment No. 1 Trademark Security Agreement

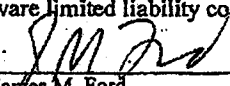
**GED HOLDING, LLC,**  
a Delaware limited liability company

By:   
Name: James M. Ford  
Title: Vice President

**GED ACQUISITION SUB, LLC,**  
a Delaware limited liability company

By:   
Name: James M. Ford  
Title: Vice President

**GLOBAL ENERGY DECISIONS, L.L.C.,**  
a Delaware limited liability company

By:   
Name: James M. Ford  
Title: Vice President

**GLOBAL ENERGY DECISIONS, INC.,**  
a California corporation

By: \_\_\_\_\_  
Name: Ron McMahan  
Title: Chief Executive Officer

**ENERGY VELOCITY, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Ron McMahan  
Title: Chief Executive Officer of Global Energy  
Decisions, Inc., Its Sole Member

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO  
TRADEMARK SECURITY AGREEMENT]

Amendment No. 1 Trademark Security Agreement

**GED HOLDING, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

Name: James M. Ford

Title: Vice President

**GED ACQUISITION SUB, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

Name: James M. Ford

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**GLOBAL ENERGY DECISIONS, L.L.C.,**  
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Title: Vice President

**GLOBAL ENERGY DECISIONS, INC.,**  
a California corporation

By: \_\_\_\_\_

Name: Ron McMahan

Title: Chief Executive Officer

**ENERGY VELOCITY, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

Name: Ron McMahan

Title: Chief Executive Officer of Global Energy  
Decisions, Inc., Its Sole Member

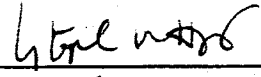
[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO  
TRADEMARK SECURITY AGREEMENT]

Amendment No. 1 Trademark Security Agreement

**TRADEMARK**  
**REEL: 003559 FRAME: 0411**

**AGENT:**

**GOLDMAN SACHS SPECIALTY LENDING  
GROUP, L.P.,**  
a Delaware limited partnership

By:   
Name: Stephen W. Lipsey  
Title: Senior Vice President

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO  
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**SCHEDULE I**  
to  
**AMENDMENT TO TRADEMARK SECURITY AGREEMENT**

**I. Registered Trademarks**

**A. Ventyx**

Trademark	Country	Registration No.	Registration Date
ADVANTEX	Canada	TMA 564857	July 18, 2002
MDSI	Canada	TMA 539802	January 17, 2001
ADVANTEX	European Community	810242	May 1, 1998
MDSI	European Community	788885	April 3, 1998
ADVANTEX	France	97700508	April 3, 1998
MDSI	France	97700507	April 30, 1998
ADVANTEX	Germany	39749464	February 3, 1998
MDSI	Germany	39749463	February 26, 1998
MDSI & Design	Hong Kong	300552735	December 21, 2005
ADVANTEX MOBILE	Hong Kong	300552744	December 21, 2005
ADVANTEX	U.S.	2540694	February 19, 2002
MDSI	U.S.	2324758	February 29, 2000
WIRELESS@WORK	U.S.	2742914	July 29, 2003
ADVANTEX	United Kingdom	2148070	October 16, 1998
MDSI	United Kingdom	2148016	July 2, 1999

**B. Global Energy Decisions**

Trademark	Country	Registration No.	Registration Date
MIDAS GOLD	U.S.	1764138	April 13, 1993
ST-FIN	U.S.	1557786	September 26, 1989
ENERGY OFFICE 2000	U.S.	2394887	October 17, 2000

Trademark	Country	Registration No.	Registration Date
K2	U.K.	2347489	November 4, 2003
KWI	U.S.	2669127	December 31, 2002
KWI LOGO	U.S.	2748630	August 8, 2003
KW2000	U.S.	2585429	June 25, 2002
KW3000	U.S.	2757415	August 26, 2003
PROFIT AT RISK	U.S.	2846322	May 25, 2004
P@R	U.S.	2854870	June 15, 2004
PROFIT AT RISK	Community Trademark	2212249	July 15, 2002

## II. Trademark Applications

### A. Ventyx

Trademark	Country	Serial Number	Filing Date	Record Owner
COMPOSE	U.S.	78/226,060	March 15, 2003	Ventyx Software, Inc.
MDSI & Design	China	5093460	December 30, 2005	MDSI Software SRL
ADVANTECH & Chinese Characters	China	5094462	December 30, 2005	MDSI Software SRL

### B. Global Energy Decisions

None.