

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TMT Software Company		05/30/2007	CORPORATION: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Merrill Lynch Capital Canada Inc.		
<b>Street Address:</b>	BCE Place, 181 Bay Street		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5J 2V8		
<b>Entity Type:</b>	CORPORATION: ONTARIO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1430063	TRANSMAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)577-4782		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312.577.8525		
<b>Email:</b>	terese.scholl@kattenlaw.com		
<b>Correspondent Name:</b>	KATTEN MUCHIN ROSENMAN		
<b>Address Line 1:</b>	525 WEST MONROE STREET		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>			
<b>Address Line 1:</b>			
<b>Address Line 2:</b>			
<b>Address Line 3:</b>			
<b>Address Line 4:</b>			

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NAME OF SUBMITTER:	Terese Scholl
Signature:	/Terese Scholl/t
Date:	06/22/2007
<b>Total Attachments: 4</b> source=trademark - TMT#page1.tif source=trademark - TMT#page2.tif source=trademark - TMT#page3.tif source=trademark - TMT#page4.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 30<sup>th</sup> day of May, 2007 by **TMT SOFTWARE COMPANY**, a North Carolina corporation ("Grantor") in favor of Merrill Lynch Capital Canada Inc., in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

### W I T N E S S E T H

WHEREAS, Grantor, Maddocks Systems Inc., a corporation organized and existing under the laws of Canada (the "Borrower"), TMW Systems, Inc., a Delaware corporation ("US Borrower"), certain of Borrower's other affiliates, Grantee and the Lenders party thereto are parties to a certain Credit Agreement dated as of September 5, 2006 (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for extensions of credit to be made to Borrower by the Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement dated as of September 5, 2006 among Grantor, Borrower, US Borrower, certain of Borrower's other affiliates and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of the Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.


2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

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

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**TMT SOFTWARE COMPANY**, a North Carolina corporation

By:   
Name: JEFFREY RITTER  
Title: CFO

**SCHEDULE 1**

**TRADEMARK REGISTRATIONS**

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
TRANSMAN	1430063	February 24, 1987

**TRADEMARK APPLICATIONS**

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
None.		