

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Exstream Software, LLC		06/22/2007	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	American Capital Financial Services, Inc.		
Street Address:	2 Bethesda Metro Center, 14th Floor		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2919106	EXSTREAM AFP STUDIO	
Registration Number:	3141236	DIALOGUE ANYWHERE	
Registration Number:	3045628	AFP STUDIO AFP JAZZ!	
Registration Number:	2817133	DIALOGUE WEBVERSE	
CORRESPONDENCE DATA			
Fax Number:	(212)310-8007		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	brandon.cherry@weil.com, phyllis.depaola@weil.com		
Correspondent Name:	Weil, Gotshal & Manges c/o Brandon Cherry		
Address Line 1:	767 5th Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	14082.0273		
NAME OF SUBMITTER:	Brandon Cherry		

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TRADEMARK
REEL: 003571 FRAME: 0927

Signature:

/Brandon Cherry/

Date:

06/29/2007

Total Attachments: 5

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of June 22, 2007, by each of the entities listed on the signature pages hereof (or by such entities that becomes a party hereto pursuant to Section 7.14 of the First Lien Pledge and Security Agreement referred to below, each a “Grantor” and, collectively, the “Grantors”), in favor of American Capital Financial Services, Inc. (“ACFS”), as agent for the Secured Parties (as defined in the First Lien Pledge and Security Agreement referred to below) (in such capacity, the “First Lien Agent”).

RECITALS:

A. Pursuant to the Credit Agreement dated as of June 22, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Exstream Holdings Inc., a Delaware corporation (“Parent”); Exstream Intermediate Holdings I, Inc., a Delaware corporation (“Holdco I”); Exstream Intermediate Holdings II, Inc., a Delaware li corporation (“Holdco II”); Exstream Software, LLC, a Delaware limited liability company (“Exstream”); Exstream Software North America, LLC, a Delaware limited liability company (“Exstream NA” and, together with Exstream, each a “Borrower” and collectively the “Borrowers”), the Lenders party thereto and ACFS as administrative agent and collateral agent for the Lenders, the Lenders have agreed, subject to the terms and conditions set forth in the Credit Agreement, to extend credit to the Borrowers; and

B. Each Grantor is party to that certain First Lien Pledge and Security Agreement dated as of June 22, 2007 (the “First Lien Pledge and Security Agreement”) in favor of the First Lien Agent pursuant to which the Grantors are required to execute and deliver this First Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the First Lien Agent to enter into the Credit Agreement and to induce the Lenders and the Issuing Lender to extend credit to the Borrowers thereunder, each Grantor hereby agrees with the First Lien Agent as follows:

SECTION 1. DEFINED TERMS

1.1 Unless otherwise defined herein, terms defined in the Credit Agreement or in the First Lien Pledge and Security Agreement, as the case may be, and used herein have the meaning given to them in the Credit Agreement or the First Lien Pledge and Security Agreement, as the case may be.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

2.1 Each Grantor, as collateral security for the full, 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 First Lien Agent, for the benefit of the Secured Parties, and grants to the First Lien 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 (other than Excluded Assets) of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

SECTION 3. FIRST LIEN PLEDGE AND SECURITY AGREEMENT

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

SECTION 4. GOVERNING LAW

4.1 THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.


* * *

[Signatures Pages Follow]

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


Very truly yours,

EXSTREAM SOFTWARE, LLC
as Grantor

By  _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

AMERICAN CAPITAL FINANCIAL SERVICES, INC.,
as First Lien Agent

By: 
Name: Eugene Andrusky
Title: VP

FIRST LIEN TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 003571 FRAME: 0932

**SCHEDULE I
TO
FIRST LIEN TRADEMARK SECURITY AGREEMENT**

TRADEMARK COLLATERAL

<u>Grantor</u>	<u>Mark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Exstream Software, LLC	Exstream AFPStudio	U.S.	2919106	1/21/04	1/18/05
Exstream Software, LLC	Dialogue Anywhere	U.S.	3141236	11/11/04	9/12/06
Exstream Software, LLC	AFPStudio AFP Jazz!	U.S.	3045628	11/11/04	1/17/06
Exstream Software, LLC	Dialogue WEBVERSE	U.S.	2817133	10/3/02	2/24/04