

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
Allen Systems Group, Inc.		06/15/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Bank of Montreal, as Administrative Agent
Street Address:	111 W. Monroe Street, 10th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 42

Property Type	Number	Word Mark
Serial Number:	78932582	ASG-JOB/SCAN
Serial Number:	78743839	ITEXCHANGE
Serial Number:	78932568	ASG-DOCU/TEXT
Serial Number:	78932562	ASG-PRO/JCL
Serial Number:	78932533	ASG-CYPRESS
Serial Number:	78838470	ROCHADE
Serial Number:	78838466	TMON
Serial Number:	78932576	ASG-INFO/X
Serial Number:	78720200	ASG-SMARTTEAM
Serial Number:	78838803	OPSCENTRAL
Serial Number:	78668732	ASG-SAFARI
Serial Number:	78105475	ASG SOFTWARE SOLUTIONS
Serial Number:	78047608	ASG
Serial Number:	77088639	MONITOR, REPORT, MANAGE

OP \$1065.00 78932582

Serial Number:	77028697	ASG-FTPCONTROL
Serial Number:	76495550	ASG-KNOWLEDGEWAVE
Serial Number:	76462997	ASG-ROCHADE
Serial Number:	76462759	ASG-TMON
Serial Number:	76240476	AUTODBA
Serial Number:	75584558	ASG-METHODMANAGER
Serial Number:	75533253	
Serial Number:	75849504	ASG-MQ AGENTS
Serial Number:	75732996	TRACKBIRD
Serial Number:	75632046	ENTERPRISE SOFTWARE FOR BREAKTHROUGH PRODUCTIVITY
Serial Number:	75576359	ASG-VISTA
Serial Number:	75323178	ASG-ADDERS
Serial Number:	74613903	ESW
Serial Number:	74725237	ASG-XADC
Serial Number:	74725231	ASG-TRACER
Serial Number:	74724738	ASG-IMPACT
Serial Number:	74724678	ASG-FAST ACCESS
Serial Number:	74218162	JCLPREP
Serial Number:	73670781	MANAGERVIEW
Serial Number:	73670780	DICTIONARYMANAGER
Serial Number:	73562537	MANAGER SOFTWARE PRODUCTS
Serial Number:	73562536	MANAGER SOFTWARE PRODUCTS
Serial Number:	73515086	CONTROLMANAGER
Serial Number:	73471238	KEYPLUS
Serial Number:	76179505	INFO/X
Serial Number:	75403170	PRO/JCL
Serial Number:	73740778	
Serial Number:	73202488	DOCU/TEXT

CORRESPONDENCE DATA

Fax Number: (312)706-8248

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 3127018607

Email: zbeal@mayerbrownrowe.com

Correspondent Name: Joan L. Long

Address Line 1: P.O. Box 2828

TRADEMARK
REEL: 003595 FRAME: 0338

Address Line 4: Chicago, ILLINOIS 606902828

ATTORNEY DOCKET NUMBER: 07042218

NAME OF SUBMITTER: Joan L. Long

Signature: /joanllong/

Date: 08/02/2007

Total Attachments: 8

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**SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

June 15, 2007

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Allen Systems Group, Inc., a Delaware corporation (the "Grantor") with principal offices at 1333 Third Avenue South, Naples, Florida 34102, hereby grants to Bank of Montreal, as Administrative Agent, with principal offices at 111 W. Monroe St., 10th Floor East, Chicago, Illinois 60603 (the "Administrative Agent"), a security interest in all of the following property, whether now owned or hereafter acquired or existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing, a "Trademark"), all registrations and all applications in connection therewith, whether pending or in preparation for filing, including all common law rights in the Trademark and registrations and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those listed on Schedule A;

(b) all Trademark licenses;

(c) all reissues, extensions or renewals of any item described in clause (a) or (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by, any item described in clause (a) or (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Schedule A, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

THIS SECURITY INTEREST (this "Agreement") is made to secure the satisfactory performance and payment of all obligations of the Grantor under the Loan Documents and certain Hedging Agreements, as such terms are defined in the Security Agreement among the Grantor, each subsidiary of the Grantor that is party thereto from time to time and the Administrative Agent, dated as of June 15, 2007 (the "Security Agreement"). Capitalized terms used but not defined herein have the respective meanings assigned to such terms in the Security Agreement. Upon request of the Grantor when all Liabilities have been paid in full and all Commitments have been terminated, the Administrative Agent shall execute, acknowledge and deliver to the Grantor an instrument in writing releasing the security interest in the Patents acquired under this Agreement.

This security interest has been made in conjunction with the security interest granted to the Administrative Agent under the Security Agreement. The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in, the Security Agreement, the terms and provisions of which are incorporated herein by reference. If any provision of this Agreement conflicts with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.


ALLEN SYSTEMS GROUP, INC., Grantor

By: 

Name: Arthur L Allen

Title: President

BANK OF MONTREAL, as
Administrative Agent

By: 

Name: Eric A. Schubert

Title: Managing Director

SCHEDULE A

SERIAL NUMBER	REG. NUMBER	WORD MARK
78932582		ASG-JOB/SCAN
78743839	3190224	ITEXCHANGE
78932568		ASG-DOCU/TEXT
78932562		ASG-PRO/JCL
78932533		ASG-CYPRESS
78838470		ROCHADE
78838466		TMON
78932576		ASG-INFO/X
78720200		ASG-SMARTTEAM
78838803		OPSCENTRAL
78668732		ASG-SAFARI
78105475	2700435	ASG SOFTWARE SOLUTIONS
78047608	2601192	ASG
77088639		MONITOR, REPORT, MANAGE
77028697		ASG-FTPCONTROL
76495550	2797420	ASG-KNOWLEDGEWAVE
76462997	2781593	ASG-ROCHADE
76462759	2996310	ASG-TMON
76240476	2599784	AUTODBA
75584558	2392701	ASG-METHODMANAGER
75533253	2601435	
75849504	2476610	ASG-MQ AGENTS
75732996	2669522	TRACKBIRD
75632046	2414599	ENTERPRISE SOFTWARE FOR BREAKTHROUGH PRODUCTIVITY
75576359	2657536	ASG-VISTA
75323178	2254806	ASG-ADDERS
74613903	1945519	ESW
74725237	2045508	ASG-XADC
74725231	2054118	ASG-TRACER
74724738	2008074	ASG-IMPACT
74724678	2042869	ASG-FAST ACCESS
74218162	1730799	JCLPREP
73670781	1475803	MANAGERVIEW
73670780	1476694	DICTIONARYMANAGER
73562537	1417257	MANAGER SOFTWARE PRODUCTS
73562536	1426906	MANAGER SOFTWARE PRODUCTS
73515086	1349090	CONTROLMANAGER
73471238	1352525	KEYPLUS
76179505	2617007	INFO/X

SERIAL NUMBER	REG. NUMBER	WORD MARK
75403170	2317113	PRO/JCL
73740778	1531766	
73202488	1163171	DOCU/TEXT