

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement to that certain Amended and Restated Second Lien Credit Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
INSYSTEMS TECHNOLOGIES, LTD., a Virginia Corporation		08/31/2007	CORPORATION:
SKYWIRE SOFTWARE CANADA, ULC, an Alberta limited liability company		08/31/2007	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., a Delaware limited partnership
Street Address:	600 E. Las Colinas Blvd.
Internal Address:	Suite 400
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	LIMITED PARTNERSHIP:

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2764518	CALLIGO
Registration Number:	2505805	FASTFORMS
Registration Number:	2068820	INSYSTEMS TECHNOLOGIES
Registration Number:	2587931	WHITEHILL ENTERPRISE
Registration Number:	2614535	WHITEHILL XML TRANSPORT
Registration Number:	2483885	METASERVER
Registration Number:	2733611	METASERVER
Registration Number:	2587938	WHITEHILL XSL COMPOSER
Registration Number:	2613827	WHITEHILL

OP \$265.00 2764518

Registration Number:

2606476

WHITEHILL

CORRESPONDENCE DATA

Fax Number: (214)758-1550

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

Phone: 2147581500

Email: sroberts@pattonboggs.com

Correspondent Name: Angelique F. Lehmann

Address Line 1: 2001 Ross Avenue; Suite 3000

Address Line 2: Patton Boggs LLP

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:

023714.0122

NAME OF SUBMITTER:

Angelique F. Lehmann

Signature:

/Angelique F. Lehmann/

Date:

11/13/2007

Total Attachments: 9

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 31st day of August, 2007, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., a Delaware limited partnership, in its capacity as Agent for the Lender Group (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Second Lien Credit Agreement, dated as of August 31, 2007, (as further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among SKYWIRE HOLDINGS, LLC, a Delaware limited liability company ("Parent"), and each of Parent's Subsidiaries identified on the signature pages thereof (such Subsidiaries are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the 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 Second Lien Security Agreement dated as of February 23, 2007 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

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 or the 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 (subject to Permitted Liens) security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
 - (a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;
 - (b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;
 - (c) all modifications, renewals, reissues, continuations or extensions of the foregoing;
 - (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
 - (e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark

licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

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. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. 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. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. 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 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 and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[signature page follows]

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

INSYSTEMS TECHNOLOGIES, LTD.,
a Virginia corporation

By: 

Name:

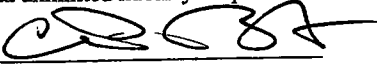
Patrick Brandt

Title:

CEO

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

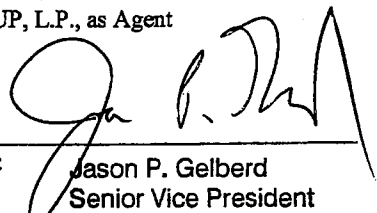
SKYWIRE SOFTWARE CANADA, ULC,
an Alberta unlimited liability corporation

By: 
Name: *Patrick Brandt*
Title: *CEO*

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND ACKNOWLEDGED BY:

**GOLDMAN SACHS SPECIALTY LENDING
GROUP, L.P., as Agent**

By: 
Name: Jason P. Gelberd
Title: Senior Vice President

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademarks Owned by the Following Grantors: Skywire Software Canada, ULC; and InSystems Technologies Ltd.

Canada

Trademarks

Mark	Filed	Application #	Registered	Registration #	Status	Classes
CALLIGO	11/12/1998	0896045	11/27/2001	TMA554495	Registered	W,S
CALLIGO & Design	07/17/1998	0884722	04/29/1999	TMA511293	Registered	W,S
CALLIGO logo	07/17/1998	0884724	04/29/1999	TMA511366	Registered	W,S
FANDANGO	02/07/1997	0835907	05/08/1998	TMA494220	Registered	W
INSYSTEM TECHNOLOGIES	10/13/1995	0794895	07/06/2001	TMA547805	Registered	W,S
MOSAIC Design	05/20/1992	0705337	08/27/1997	TMA481664	Registered	W
MOSAIC SWOOSH Design	12/11/1998	0899200	07/21/2000	TMA530331	Registered	W,S
WHITEHILL ENTERPRISE	02/20/2001	1093415	02/20/2003	TMA576037	Registered	W
WHITEHILL XML TRANSPORT	02/20/2001	1093413	06/30/2004	TMA613937	Registered	W
WINSYNC		0745470	10/25/1995	449059	Registered	

Unregistered Trademarks

The following are unregistered trademarks developed and owned and used by the Debtor in the marketing and selling of its software products and services:

Whitehill Enterprise

Whitehill Bill

Whitehill Report

Whitehill BPI for Legal

Whitehill Legal Accelerators

Whitehill Legal Connectors

Whitehill BPI

Whitehill EApplication

Whitehill xmlTransport

Whitehill Layout Designer

Whitehill Compliance Solutions

Whitehill Tracker

IStream Product Developer

IStream Publisher

IStream Communicator

IStream Document Manager

IStream Writer

IStream ProductFlow

IStream ContentFlow

IStream SalesFlow

IStream ServiceFlow

United States

Trademarks

Mark	Filed	Application #	Registered	Registration #	Status	Classes
CALLIGO	01/15/1999	75621555	09/16/2003	2764518	Registered	09, 41, 42
FASTFORMS	06/09/1999	75725665	11/13/2001	2505805	Registered	09, 40, 42
INSYSTEM TECHNOLOGIES	12/22/1995	75035869	06/10/1997	2068820	Registered	09, 42
WHITEHILL ENTERPRISE	02/15/2001	76211683	07/02/2002	2587931	Registered	09
WHITEHILL XML TRANSPORT	02/15/2001	76211682	06/11/2002	2614535	Registered	09
METASERVER & Design	02/02/1998	75427321	02/21/2001	2483885	Registered	09
METASERVER & Design	02/02/1998	75427009	07/08/2003	2733611	Registered	42
WHITEHILL XSL COMPOSER	02/16/2001	76213627	07/02/2002	2587938	Registered	09
WHITEHILL	03/03/2000	75934058	09//03/2002	2613827	Registered	09
WHITEHILL	03/03/2000	75933845	08/13/2002	2606476	Registered	09

European Union (CTM)

Trademarks

Mark	Filed	Application #	Registered	Registration #	Status	Classes
CALLIGO	01/13/1999	001041094	05/29/2000		Registered	09, 41, 42

WHITEHILL ENTERPRISE	02/23/2001	002101665	11/08/2002		Registered	09
WHITEHILL XML TRANSPORT	02/23/2001	002101699	05/13/2002		Registered	09
WHITEHILL WEB	02/23/2001	002101731	11/08/2002	2101731	Registered	09
WHITEHILL XSL COMPOSER	02/23/2001	002101673	11/08/2002	002101673	Registered	09
WHITEHILL.COM	01/15/2001	002036663	07/10/2002	002036663	Registered	09, 016, 042
WHITEHILL	01/15/2001	002036648	02/21/2002	002036648	Registered	09, 016, 042
INSYTEMS TECHNOLOGIES	01/29/1999	1058676 (Canada)		001058676	Registered	09, 041, 042
INSYTEMS TECHNOLOGIES	12/17/1998	001019678		001019678	Registered	09, 037, 041, 042
DESIGN ONLY- Calligo Logo	09/03/1998	EC000923771	12/16/1999	000923771	Registered	09, 037, 042

United Kingdom

Trademarks

Mark	Filed	Application #	Registered	Registration #	Status	Classes
INSYSTEM TECHNOLOGIES	04/19/1996		08/27/1997	2069131	Expired	09, 42
WHITEHILL.COM	05/16/2001	UK02232551 (A), (B)	06/08/2001		Registered	09, 042
WHITEHILL	05/16/2000	UK002232549	02/16/2001		Registered	09
ALIX	08/13/1998	UK002174839			Registered	09