



Re 1/29/08

103478351 ET  
TRADEMARKS ONLY

1/14/08

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**  
Information Management Corporation

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation- State: Delaware  
 Other \_\_\_\_\_

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  Yes  No

Additional names, addresses, or citizenship attached?  Yes  No

Name: Information Management Corporation  
Internal Address: \_\_\_\_\_  
Street Address: 9860 Mesa Rim Road  
City: San Diego  
State: CA  
Country: USA Zip: 92121

Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship \_\_\_\_\_  
 Other \_\_\_\_\_      Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) November 13, 2007

Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) 103478351  
B. Trademark Registration No.(s) 3043454, 2988624, 2951142

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Matthew Y. DeArman  
Internal Address: \_\_\_\_\_  
Street Address: 2200 Ross Avenue, Suite 2800  
City: Dallas  
State: Texas Zip: 75201  
Phone Number: 214-855-7448  
Fax Number: 214-855-8200  
Email Address: mdearman@fulbright.com

**6. Total number of applications and registrations involved:** 3

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00**

Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 01/16/2008 NJAMA1 00000071 3043454  
Authorized 01 FC: 8521 48.00 OP  
02 FC: 0322 50.00 OP

**9. Signature:** Matthew Y. DeArman Date Jan 28, 2008

Signature \_\_\_\_\_  
Name of Person Signing Matthew DeArman

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

# TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), is dated as of November 13, 2007, by **INFORMATION MANAGEMENT CORPORATION**, a Massachusetts corporation, (the "Pledgor"), in favor of **ORIX FINANCE CORP.**, a Delaware corporation, individually and in its capacity as agent ("Agent") for the several financial institutions from time to time party to the Credit Agreement defined below (collectively, the "Lenders").

## WITNESSETH

WHEREAS, the Pledgor is party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Agent pursuant to which the Pledgor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Lenders, to enter into that certain Credit Agreement dated as of the date hereof by and among Pledgor, TriTech Software Systems, a California corporation, TriTech Holdings Inc., a Delaware corporation, Agent and Lenders (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Pledgor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Agent for its benefit and the benefit of the Lenders a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Pledgor:

- (a) Trademarks of Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Agent shall otherwise determine.

SECTION 4. Termination. Upon the release of the Agent's security interest in any Trademarks pursuant to the Security Agreement, the Agent shall execute, acknowledge, and

deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in such Trademarks under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

SECTION 6. GOVERNING LAW. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY OF THE LOAN DOCUMENTS, IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE, AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

*[signature page follows]*

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

Very truly yours,

INFORMATION MANAGEMENT  
CORPORATION

By: Blake Clark  
Name: Blake Clark  
Title: CFO and Secretary

Accepted and Agreed:

ORIX FINANCE CORP., as Agent

By: \_\_\_\_\_  
Name: Christopher L. Smith  
Title: Authorized Representative

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

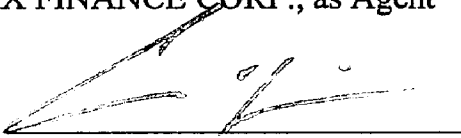
Very truly yours,

INFORMATION MANAGEMENT  
CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

Accepted and Agreed:

ORIX FINANCE CORP., as Agent

By:   
Name: Christopher L. Smith  
Title: Authorized Representative

**SCHEDULE I TO TRADEMARK SECURITY AGREEMENT**

**TRADEMARKS**

<b>Trademark</b>	<b>Registration Number</b>	<b>Date</b>
Information Management Corporation	3,043,454	January 17, 2006
IMC	2,988,624	August 30, 2005
IMC Logo (vertical)	2,951,142	May 17, 2005

Schedule I to Trademark Security Agreement

70099625.1