



103478352

**TRADEMARKS ONLY**

ARD 1/29/08

1114108

Re

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):**

TriTech Software Systems

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

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) November 13, 2007

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

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: TRITECH SOFTWARE SYSTEMS

Internal

Address: \_\_\_\_\_

Street Address: 9860 Mesa Rim Road

City: San Diego

State: CA

Country: USA Zip: 92121

- Association
- General Partnership
- Limited Partnership
- Corporation
- 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)

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

A. Trademark Application No.(s)

114 20078

B. Trademark Registration No.(s)

3285635, 3285634

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:**

2

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00**

- 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 00000072 3285635

Authorized User: Matthew DeArman 40.00 OP  
25.00 OP

**9. Signature:**

Matthew DeArman  
Signature

Matthew DeArman  
Name of Person Signing

Jan 28, 2008  
Date

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 **TRITECH SOFTWARE SYSTEMS**, a California 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, Information Management Corporation, a Massachusetts 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,

TRITECH SOFTWARE SYSTEMS

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,

TRITECH SOFTWARE SYSTEMS

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>
TRITECH SOFTWARE THAT SAVES LIVES	3,285,635	August 28, 2007
TRITECH	3,285,634	August 28, 2007

Schedule I to Trademark Security Agreement

70099622.1