

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
FORTEZZA IRIDIUM HOLDINGS, INC.		02/14/2008	CORPORATION: DELAWARE
VENTYX INC.		02/14/2008	CORPORATION: DELAWARE
MOBILE DATA SOLUTIONS INC.		02/14/2008	CORPORATION: DELAWARE
INDUS APAC, INC.		02/14/2008	CORPORATION: DELAWARE
VENTYX ASIA INC.		02/14/2008	CORPORATION: DELAWARE
INDUS GROUP NORTH AMERICA, INC.		02/14/2008	CORPORATION: CALIFORNIA
GED HOLDING, LLC		02/14/2008	LIMITED LIABILITY COMPANY: DELAWARE
GLOBAL ENERGY DECISIONS, L.L.C.		02/14/2008	LIMITED LIABILITY COMPANY: DELAWARE
VENTYX ENERGY SOFTWARE, INC.		02/14/2008	CORPORATION: CALIFORNIA
ENERGY VELOCITY, LLC		02/14/2008	LIMITED LIABILITY COMPANY: DELAWARE
KW NORTH AMERICA, LLC		02/14/2008	LIMITED LIABILITY COMPANY: DELAWARE
VENTYX ENERGY, LLC		02/14/2008	LIMITED LIABILITY COMPANY: DELAWARE
TECH-ASSIST, INC.		02/14/2008	CORPORATION: MARYLAND

RECEIVING PARTY DATA

Name:	GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., AS AGENT
Street Address:	6011 CONNECTION DRIVE
Internal Address:	ATTN: INDUS/VENTYX ACCOUNT MANAGER
City:	IRVING
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 2

900099960

TRADEMARK
REEL: 003726 FRAME: 0474

CH \$65.00 2687486

Property Type	Number	Word Mark
Registration Number:	2687486	
Registration Number:	3335289	SOMS

CORRESPONDENCE DATA

Fax Number: (404)888-4190
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404.888.4000
Email: rcherry@hunton.com
Correspondent Name: David A. Fass, Esq.
Address Line 1: Hunton & Williams LLP
Address Line 2: 600 Peachtree St., NE, Suite 4100
Address Line 4: Atlanta, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	65740.000031 GSSLG/VENTYX
NAME OF SUBMITTER:	David A. Fass, Esq.
Signature:	/s/ David A. Fass, Esq.
Date:	02/26/2008

Total Attachments: 7

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AMENDMENT NUMBER THREE TO TRADEMARK SECURITY AGREEMENT

This **AMENDMENT NUMBER THREE TO TRADEMARK SECURITY AGREEMENT**, dated as of February 14, 2008 (this "Amendment"), is delivered pursuant to Section 5 of that certain Trademark Security Agreement, dated as of January 9, 2007 (as amended by that certain Amendment Number One to Trademark Security Agreement, dated as of June 8, 2007 and that certain Amendment Number Two to Trademark Security Agreement, dated as of September 6, 2007, the "Trademark Security Agreement"), among the Grantors signatory thereto and the Grantors that executed that certain Security Agreement Supplement No. 3, dated as of February 14, 2008 (each referred to hereinafter each individually as a "Grantor" and collectively, jointly and severally, as "Grantors") and **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**, a Delaware limited partnership, as successor to **WELLS FARGO FOOTHILL, INC.**, as administrative agent for the Lenders (in such capacity, together with its successors and permitted assigns, if any, in such capacity, "Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trademark Security Agreement, which by this reference is incorporated herein.

WHEREAS, the Grantors and Agent wish to amend the Trademark Security Agreement by adding Trademarks to the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. Grantors and Agent hereby agree that the Trademark Collateral listed on Schedule 1 attached hereto (the "New Trademark Collateral") shall supplement and become part of the Trademark Collateral referred to in the Trademark Security Agreement and Schedule I attached thereto (the "Existing Trademark Collateral") and shall secure all Obligations.

2. Each Grantor, as applicable, hereby: (a) reaffirms all prior grants of security interests in favor of Agent in all of Grantor's right, title, and interest in, to, and under the Existing Trademark Collateral; (b) grants, assigns, transfers, and conveys to Agent continuing security interests in all of Grantor's right, title, and interest in, to, and under the New Trademark Collateral; (c) represents and warrants, to the extent such representation and warranty does not relate to an earlier date, that the representations and warranties in the Trademark Security Agreement, as amended by the Amendment, are true and correct in all material respects on and as of the date hereof, as though made on such date; and (d) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

3. This Amendment shall be governed by, and construed and enforced in accordance with, the federal laws of the United States and the laws of the State of New York.

4. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

5. This Amendment is a Loan Document.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Agreement by and through their duly authorized officers, as of the day and year first above written.

GRANTORS:

FORTEZZA IRIDIUM HOLDINGS, INC.,
a Delaware corporation

By: 
Name: James M. Ford
Title: Vice President

VENTYX INC.,
a Delaware corporation

By: _____
Name: Bret R. Bolin
Title: Chief Financial Officer

MOBILE DATA SOLUTIONS INC.,
a Delaware corporation

By: _____
Name: Bret R. Bolin
Title: Chief Financial Officer

INDUS APAC, INC.,
a Delaware corporation

By: _____
Name: Bret R. Bolin
Title: Chief Financial Officer

VENTYX ASIA INC.,
a Delaware corporation

By: _____
Name: Bret R. Bolin
Title: Chief Financial Officer

INDUS GROUP NORTH AMERICA, INC.,
a California corporation

By: _____
Name: Bret R. Bolin
Title: Chief Financial Officer

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Agreement by and through their duly authorized officers, as of the day and year first above written.

GRANTORS:

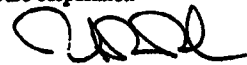
FORTEZZA IRIIDIUM HOLDINGS, INC.,
a Delaware corporation

By: _____
Name: James M. Ford
Title: Vice President

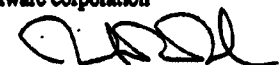
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a Delaware corporation

By: 
Name: Bret R. Bolin
Title: Chief Financial Officer

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a Delaware corporation

By: 
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INDUS GROUP NORTH AMERICA, INC.,
a California corporation

By: 
Name: Bret R. Bolin
Title: Chief Financial Officer

Amendment to Trademark Sec. Agmt.
713661

GED HOLDING, LLC,
a Delaware limited liability company
By: [Signature]
Name: James M. Ford
Title: Vice President

GLOBAL ENERGY DECISIONS, L.L.C.,
a Delaware limited liability company
By: [Signature]
Name: James M. Ford
Title: Vice President

VENTYX ENERGY SOFTWARE, INC.
a California corporation
By: _____
Name: Bret R. Bolin
Title: Chief Financial Officer

ENERGY VELOCITY, LLC,
a Delaware limited liability company
By: [Signature]
Name: James M. Ford
Title: Vice President

KW NORTH AMERICA, LLC,
a Delaware limited liability company
By: [Signature]
Name: James M. Ford
Title: Vice President

VENTYX ENERGY, LLC
a Delaware limited liability company
By: _____
Name: Bret R. Bolin
Title: Chief Financial Officer

TECH-ASSIST, INC.,
a Maryland corporation

By: _____
Name: Bret R. Bolin
Title: Chief Financial Officer

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a Delaware limited liability company

By: _____
Name: James M. Ford
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VENTYX ENERGY, LLC
a Delaware limited liability company

By: 
Name: Bret R. Bolin
Title: Chief Financial Officer

TECH-ASSIST, INC.,
a Maryland corporation

By: 
Name: Bret R. Bolin
Title: Chief Financial Officer

AGENT:

GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.,
a Delaware limited partnership

By: 

Name: Stephen W. Hipp
Title: Senior Vice President

TRADEMARKS

I. Registered Trademarks

D. Tech-Assist, Inc.

Trademark	Country	Registration No.	Registration Date	Registrant
ESOMS	U.S.	2687486	February 4, 2003	Tech-Assist, Inc.
SOMS	U.S.	3335289	November 13, 2007	Tech-Assist, Inc.

II. Trademark Applications

D. Tech-Assist, Inc.

None.