

**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
Acesso Software Inc.		04/01/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Bank of Montreal, as administrative agent
Street Address:	115 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2751569	C-DILLA
Registration Number:	3230110	FLEXBILL
Registration Number:	3042210	FLEXENABLED
Registration Number:	3021459	FLEXENABLED
Registration Number:	1558886	FLEXIBLE LICENSE MANAGER
Registration Number:	2573067	FLEXLM
Registration Number:	2987797	FLEXNET
Registration Number:	3112363	FLEXNET
Registration Number:	3329366	FLEXNET CONNECT
Registration Number:	2573069	GLOBETROTTER
Registration Number:	2493777	SAFECAST
Registration Number:	2896261	SOFTSUMMIT
Serial Number:	78557633	FLEXCERTIFIED
Serial Number:	77250041	FLEXNET MANAGER

CH \$390.00 2751569

Serial Number:

77250045

FLEXNET PUBLISHER

**CORRESPONDENCE DATA**

Fax Number: (312)803-5299

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

Phone: (312) 845-3430

Email: kalwa@chapman.com

Correspondent Name: Richard Kalwa

Address Line 1: 111 West Monroe Street

Address Line 2: Chapman and Cutler LLP

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:

1681584

NAME OF SUBMITTER:

Richard Kalwa

Signature:

/richard kalwa/

Date:

04/02/2008

**Total Attachments: 5**

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## TRADEMARK COLLATERAL AGREEMENT

This 1st day of April, 2008, ACRESSO SOFTWARE INC., a Delaware corporation ("*Debtor*"), with its principal place of business and mailing address at 900 National Parkway, Schaumburg, Illinois 60173, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants BANK OF MONTREAL, a Canadian chartered bank acting through its Chicago branch ("*BMO*"), with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, acting as administrative agent for the Secured Creditors defined in that certain Security Agreement hereinafter defined (BMO acting as such administrative agent and any successor or successors to BMO acting in such capacity being hereinafter referred to as the "*Agent*"), a lien on, and a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto, which Schedule A-2 includes material trademark licenses to which the Debtor is a party but excludes any trademark license under a reseller agreement, distribution agreement, or software license, or any other agreement where a trademark license is granted but such license is incidental to the primary purpose of the agreement, and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

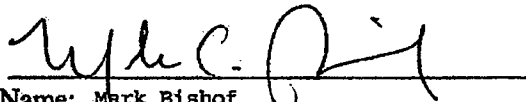
to secure performance of all Secured Obligations of Debtor as set out in that certain Security Agreement dated as of even date hereof by and among the Debtor, the other debtors party thereto and the Agent, as the same may be amended, modified, supplemented or restated from time to time (the "*Security Agreement*").

Notwithstanding the foregoing, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Agent of any applications by the Debtor for any Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*").

Debtor does hereby further acknowledge and affirms that the rights and remedies of the Agent with respect to the security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement and in the event of any conflict or ambiguity between this Trademark Collateral Agreement and the Security Agreement, the Security Agreement shall control.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

ACRESSO SOFTWARE INC.

By   
Name: Mark Bishop  
Its: President & Chief Executive Officer

Accepted and agreed to at Chicago, Illinois as of the day and year last above written.

BANK OF MONTREAL, as administrative agent

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

[Signature Page to Acrecco Software Trademark Collateral Agreement]

Debtor does hereby further acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement and in the event of any conflict or ambiguity between this Trademark Collateral Agreement and the Security Agreement, the Security Agreement shall control.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

ACRESSO SOFTWARE INC.

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Accepted and agreed to at Chicago, Illinois as of the day and year last above written.

BANK OF MONTREAL, as administrative agent

By Gregory F. Tomczyk  
Gregory F. Tomczyk, Vice President

[Signature Page to Acesso Software Trademark Collateral Agreement]

**TRADEMARK**  
**REEL: 003750 FRAME: 0910**

**SCHEDULE A-1  
TO TRADEMARK COLLATERAL AGREEMENT**

<b>TRADEMARK</b>	<b>APPLICATION DATE</b>	<b>APPLICATION NUMBER</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
C-DILLA			2751569	19-Aug-2003
FLEXBILL			3230110	17-Apr-2007
FLEXENABLED			3042210	10-Jan-2006
FLEXENABLED (and Design)			3021459	29-Nov-2005
FLEXIBLE LICENSE MANAGER			1558886	03-Oct-1989
FLEXLM			2573067	28-May-2002
FLEXNET			2987797	23-Aug-2005
FLEXNET (and Design)			3112363	04-Jul-2006
FLEXNET CONNECT			3329366	06-Nov-2007
GLOBETROTTER			2573069	28-May-2002
SAFECAST			2493777	02-Oct-2001
SOFTSUMMIT			2896261	19-Oct-2004

<b>TRADEMARK</b>	<b>FILING DATE</b>	<b>APPLICATION NUMBER</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
FLEXCERTIFIED	01-Feb-2005	78/557633		
FLEXNET MANAGER	08-Aug-2007	77/250041		
FLEXNET PUBLISHER	08-Aug-2007	77/250045		

**SCHEDULE A-2  
TO TRADEMARK COLLATERAL AGREEMENT**

**TRADEMARK LICENSES**

[None.]