

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MANATRON INTERMEDIATE HOLDINGS, INC.		04/01/2008	CORPORATION: DELAWARE
MANATRON MERGER SUB, INC.		04/01/2008	CORPORATION: MICHIGAN
MANATRON, INC.		04/01/2008	CORPORATION: MICHIGAN
ASIX, INC.		04/01/2008	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	WELLS FARGO FOOTHILL, LLC, as Agent
Street Address:	2450 COLORADO AVENUE
Internal Address:	SUITE 3000W
City:	SANTA MONICA
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	1496087	SMDA
Registration Number:	1143656	SABRE
Registration Number:	1525349	SMDA
Registration Number:	1992440	PROVAL
Registration Number:	2760164	PROVAL PLUS
Registration Number:	2604697	MANATRON
Registration Number:	2607495	MANATRON
Registration Number:	2609709	MANATRON
Registration Number:	2604695	GOVERNMAX.COM
Registration Number:	2604696	GOVERNMAX.COM

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Registration Number:	2670221	GOVERNMAX
Registration Number:	2882253	GOVERNMAX
Registration Number:	2609710	MVP TAX
Registration Number:	2908308	HELPING GOVERNMENT WORK
Registration Number:	2840319	HELPING GOVERNMENT WORK
Registration Number:	2906300	HELPING GOVERNMENT WORK
Serial Number:	78462554	
Serial Number:	78462558	
Serial Number:	78462559	
Registration Number:	3036947	GOVERNMENT REVENUE MANAGEMENT
Registration Number:	3105108	THE POWER TO MANAGE WELL
Registration Number:	3020445	THE POWER TO MANAGE WELL
Registration Number:	3017775	THE POWER TO MANAGE WELL
Registration Number:	3036799	GRM
Registration Number:	3338204	ANTHEM
Registration Number:	2931097	DISPATCH WATCHDOG
Registration Number:	2813448	ECAMA
Registration Number:	2846345	GOVERNMENT WITHOUT LINES
Registration Number:	2592082	HART SECURE

CORRESPONDENCE DATA

Fax Number: (213)996-3123
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2136836123
Email: bethanyware@paulhastings.com
Correspondent Name: Bethany Ware
Address Line 1: 515 SOUTH FLOWER STREET
Address Line 2: 25th FLOOR
Address Line 4: LOS ANGELES, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	45035.00288
NAME OF SUBMITTER:	Bethany L. Ware
Signature:	/Bethany L. Ware/
Date:	04/07/2008

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 1st day of April 2008, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, LLC, in its capacity as Agent for the Lender Group and the Bank Product Providers (together with its successors, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of April 1, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Manatron Intermediate Holdings, Inc., a Delaware corporation ("Parent"), Manatron Merger Sub, Inc., a Michigan corporation ("Borrower"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower 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 and the Bank Product Providers, that certain Security Agreement dated as of April 1, 2008 (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 and the Bank Product Providers, 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 and the Bank Product Providers, a continuing first priority 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 such Grantor's Trademarks including those referred to on Schedule I hereto;
 - (b) all renewals of the foregoing;
 - (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
 - (d) 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 (ii) injury to the goodwill associated with any Trademark.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, the term "Trademark Collateral" shall not include any intent-to-use Trademark applications until such time as a verified statement of use with respect thereto has been filed with the United States Patent and Trademark Office.

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, the Bank Product Providers 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 and the Bank Product Providers, 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. In the event of any conflict between any provision of the Security Agreement and any provision of this Trademark Security Agreement, the provisions of the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. Grantors shall give Agent prompt notice in writing of any additional United States trademarks or trademark registrations (or applications therefor) after the date hereof. Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors, which become part of the Collateral under the Security Agreement. 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 Trademark 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 (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. 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, 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:

MANATRON INTERMEDIATE HOLDINGS,
INC., a Delaware corporation

By: _____

Name: S. Scott Crabill

Title: President

MANATRON MERGER SUB, INC.,
a Michigan corporation

By: _____

Name: S. Scott Crabill

Title: President

MANATRON, INC.,
a Michigan corporation

By: _____

Name: G. William McKinzie

Title: President

ASIX INC., a Washington corporation

By: _____

Name: G. William McKinzie

Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003754 FRAME: 0217

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:

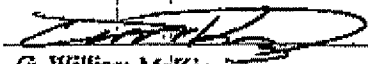
MANATRON INTERMEDIATE HOLDINGS, INC., a Delaware corporation

By: _____
Name: S. Scott Crabill
Title: President


MANATRON MERGER SUB, INC., a Michigan corporation

By: _____
Name: S. Scott Crabill
Title: President

MANATRON, INC., a Michigan corporation

By: 
Name: G. William McKinzie
Title: President

ASIX INC., a Washington corporation

By: 
Name: G. William McKinzie
Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, LLC,
a Delaware limited liability company, as Agent

By: *Annaliese Bellinckhausen*
Name: Annaliese Bellinckhausen
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS/APPLICATIONS

Mark	Country	App. Date	Reg. Date	Status	File No.
PROVAL PLUS	Canada	9/4/2002 1151562	12/15/2005 655194	Registered	24164.78998-045
SMDA	United States	6/1/1987 663908	7/12/1988 1496087	Registered	24164.49979-1
SABRE	United States	3/21/1979 208253	12/16/1980 1143656	Registered	24164.49978-001
SMDA	United States	2/19/1988 712139	2/21/1989 1525349	Registered	24164.49980-001
PROVAL	United States	9/19/1994 74/575680	8/13/1996 1992440	Registered	24164.68699-001
PROVAL PLUS	United States	7/1/2002 76/426567	9/2/2003 2760164	Registered	24164.78998-001
MANATRON	United States	10/26/2001 76/330432	8/6/2002 2604697	Registered	24164.76388-001
MANATRON	United States	10/26/2001 76/330431	8/13/2002 2607495	Registered	24164.76509-001
MANATRON	United States	10/26/2001 76/330425	8/20/2002 2609709	Registered	24164.76510-001
GOVERNMAX.COM	United States	10/26/2001 76/330426	8/6/2002 2604695	Registered	24164.76387-001
GOVERNMAX.COM	United States	10/26/2001 76/330427	8/6/2002 2604696	Registered	24164.76477-001
GOVERNMAX	United States	10/26/2001 76/330428	12/31/2002 2670221	Registered	24164.76475-001
GOVERNMAX	United States	10/26/2001 76/330429	9/7/2004 2882253	Registered	24164.76476-001
MVP TAX	United States	10/26/2001 76/330430	8/20/2002 2609710	Registered	24164.76389-001
HELPING GOVERNMENT WORK	United States	5/15/2003 78/250349	12/7/2004 2908308	Registered	24164.82527-001
HELPING GOVERNMENT WORK	United States	5/15/2003 78/250337	5/11/2004 2840319	Registered	24164.82528-001
HELPING GOVERNMENT WORK	United States	5/15/2003 78/250351	11/30/2004 2906300	Registered	24164.82529-001
Red Sphere w/Silver Crescent Logo	United States	8/5/2004 78/462554		Pending	24164.88467-001
Red Sphere w/Silver Crescent Logo	United States	8/5/2004 78/462558		Pending	
Red Sphere w/Silver Crescent Logo	United States	8/5/2004 78/462559		Pending	24164.88386-001

GOVERNMENT REVENUE MANAGEMENT	United States	9/16/2004 78/484730	12/27/2005 3036947	Registered	24164.87735-001
THE POWER TO MANAGE WELL	United States	9/16/2004 78/484734	6/13/2006 3105108	Registered	24164.88817-001
THE POWER TO MANAGE WELL	United States	9/16/2004 78/484755	11/29/2005 3020445	Registered	24164.88819-001
THE POWER TO MANAGE WELL	United States	9/16/2004 78/484757	11/22/2005 3017775	Registered	24164.88818-001
GRM	United States	6/15/2004 78/435140	12/27/2005 3036799	Registered	24164.87736-001
ANTHEM	U.S.	77/068,161 12/20/2006	3,338,204 11/20/2007	Registered	Manatron, Inc.
DISPATCH WATCHDOG	U.S.	76/256,108 5/11/2001	2,931,097 3/8/2005	Registered	Plexis Group, L.L.C.
ECAMA	U.S.	76/208,187 2/9/2001	2,813,448 2/10/2004	Registered	Plexis Group, L.L.C.
GOVERNMENT WITHOUT LINES	U.S.	78/058,482 4/14/2001	2,846,345 5/25/2004	Registered	Manatron, Inc.
HART SECURE	U.S.	75/702,621 5/11/1999	2,592,082 7/9/2002	Registered 6-year Affidavit of Use due 7/9/2008	Manatron, Inc.

Material Unregistered Trademarks

None