

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Royall & Company		06/06/2008	CORPORATION: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	General Electric Capital Corporation, as Administrative Agent		
<b>Street Address:</b>	500 W Monroe		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3087883	EQUAL	
Registration Number:	3013533	ROYALL	
Registration Number:	3013534	ROYALL & COMPANY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)577-4565		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	3125778265		
<b>Email:</b>	kristin.brozovic@kattenlaw.com		
<b>Correspondent Name:</b>	Kristin Brozovic c/o Katten Muchin		
<b>Address Line 1:</b>	525 W Monroe		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	207170-309		
<b>NAME OF SUBMITTER:</b>	Kristin Brozovic		
<b>Signature:</b>	/Kristin Brozovic/		

CH 3087883 \$90.00

Date:

06/09/2008

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 6, 2008, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 6, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among ROYALL & COMPANY, a Virginia corporation ("Royall"), ROYALL ACQUISITION COMPANY ("Acquisition Co."; Acquisition Co. and Royall, each a "Borrower" and together, the "Borrowers"), Holdings, the other Credit Parties from time to time party thereto, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent for the Lenders and the L/C Issuers and as Revolver Agent for the Revolving Lenders, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of the date hereof in favor of the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), has granted a security interest in substantially all of its respective assets to secure the payment and performance of the Secured Obligations; and

WHEREAS, pursuant to the terms of the Guaranty and Security Agreement, the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and

interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

1. all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
2. all renewals and extensions of the foregoing;
3. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
4. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

**- Remainder of Page Intentionally Left Blank; Signature Page Follows -**

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

Very truly yours,

ROYALL & COMPANY, a Virginia corporation, as a Grantor

By:   
Name: John K. Nester, II  
Title: Chief Executive Officer

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Administrative Agent

By: \_\_\_\_\_  
Name: Brian Boczkowski  
Title: Its Duly Authorized Signatory

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

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

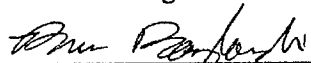
Very truly yours,

ROYALL & COMPANY, a Virginia corporation, as a Grantor

By: \_\_\_\_\_  
Name: John R. Nester, II  
Title: Chief Executive Officer

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Administrative Agent

By:  \_\_\_\_\_  
Name: Brian Boczkowski  
Title: Its Duly Authorized Signatory

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations of Royall & Company

**1. REGISTERED TRADEMARKS**

Country	Trademark	Status	Application No.	Registration No.	Registration Date
United States	EQUAL	Registered	76/212,563	3,087,883	May 2, 2006
United States	ROYALL	Registered	76/301,834	3,013,533	November 8, 2005
United States	ROYALL & COMPANY	Registered	76/301,835	3,013,534	November 8, 2005

**2. TRADEMARK APPLICATIONS**

None.

**3. IP LICENSES**

- a. ANGOSS Software Corporation End User License Agreement knowledgeSEEKER
- b. Business Objects License Agreement (Data Quality)
- c. Business Objects License Agreement (First Logic Ace)
- d. Business Objects License Agreement (Data Integrator)
- e. License Agreement for published code lists (2002), dated August 26, 2002, by and between College Entrance Examination Board and the Company.
- f. DPV Sublicense Agreement, between Business Objects Americas and the Company for use of the Delivery Point Validation option.
- g. Microsoft Open License Agreement (Microsoft Exchange Standard CAL 2003 All Lng OPEN No Level User CAL; Microsoft SQL Server Enterprise Edition 2000 English OPEN No Level; Microsoft Windows Server CAL 2003 Single OPEN No Level User CAL; Microsoft Windows Server Standard 2003 English OPEN No Level)
- h. Microsoft Open License Agreement (Microsoft SQL CAL 2000 English OPEN No Level User CAL; Microsoft Exchange Server Enterprise 2003 English OPEN No Level; Microsoft Windows Server CAL 2003 Single OPEN No Level User CAL; Microsoft Windows Server Standard 2003 English OPEN No Level)
- i. Microsoft Open License Agreement (Microsoft SQL CAL 2005 English OPEN No Level User CAL; Microsoft Exchange Server Enterprise 2005 x64 Single OPEN No Level; Microsoft Windows Server CAL 2003 Single OPEN No Level User CAL; Microsoft Windows Server Standard 2003 R2 Single OPEN No Level)
- j. Best Software Inc. Software License Agreement for SalesLogix 6.x

k. USPS LACS<sup>LINK</sup> Software Sublicense