

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
HIHGJUMP SOFTWARE I LTD.	FORMERLY GBG-II Acquisition Co.	06/05/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	WELLS FARGO FOOTHILL, LLC, AS AGENT
Street Address:	One Boston Place
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2614091	OASIS/400
Registration Number:	3109097	SOFTWARE 4 LIFE
Registration Number:	2780779	SUPPLY CHAIN ADVANTAGE
Registration Number:	3021784	SW4L
Registration Number:	2689251	THE HIGHJUMP CHALLENGE
Registration Number:	2279810	VIRTUALCOOLER
Registration Number:	2222478	VISION IS
Registration Number:	1879152	WAREHOUSE ADVANTAGE

CORRESPONDENCE DATA

Fax Number: (617)526-9899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 6175269628
 Email: cslattery@proskauer.com
 Correspondent Name: Christine Slattery

CH \$215.00 2614091

Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	76751/023
NAME OF SUBMITTER:	Christine Slattery
Signature:	/Christine Slattery/
Date:	06/23/2008

Total Attachments: 11
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 5th day of June, 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 Provider (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of May 8, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among HighJump Acquisition LLC, a Delaware limited liability company ("Parent"), and each of the other parties identified on the signature pages thereof or which becomes a party thereto after the date hereof (such parties are referred to hereinafter, collectively, jointly and severally as, the "Borrower"), the lenders party thereto as "Lenders" ("Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof,

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 Provider, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

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 Provider, 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 Provider, 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 its Trademarks and rights in or to Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations, continuations in part, substitutes, extensions, modifications or renewals of and improvements on the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) 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, whether or not such Trademark is licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark, whether or not such Trademark is licensed under any Intellectual Property License.

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 Provider 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 Provider, 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.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, 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 Trademark 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 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 hereof) 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]

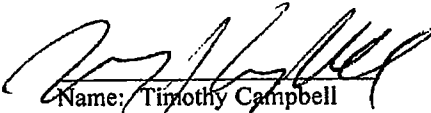
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

HIGHJUMP SOFTWARE INC.
a Delaware corporation (f/k/a HJ Acquisition Co.)

By: 
Name: Timothy Campbell
Title: President

HIGHJUMP SOFTWARE I LTD.
a Delaware corporation (f/k/a GBG-II Acquisition Co.)

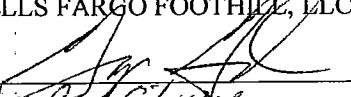
By: 
Name: Timothy Campbell
Title: President

TRADEMARK SECURITY AGREEMENT

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21872 v2/BN

TRADEMARK
REEL: 003800 FRAME: 0655

ACCEPTED AND ACKNOWLEDGED BY:
WELLS FARGO FOOTHILL, LLC, as Agent

By: 
Name: *Casey Gilchrist*
Title: *Vp*

TRADEMARK SECURITY AGREEMENT

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Owner	Country Name	Trademark Name	Trademark Status	Application Number	Filing Date	Registration Number	Registration Date
HighJump Software Inc.	United States of America	ADVANTAGE IMPLEMENTATION METHODOLOGY	Registered	75/821291	13-Oct-1999	2611230	27-Aug-2002
HighJump Software Inc.	United States of America	D DISTRIBUTION INFORMATION SYSTEMS CORP. and DESIGN	Registered	75/255995	12-Mar-1997	2157777	12-May-1998
HighJump Software Inc.	Canada	DATA COLLECTION SYSTEMS, INC. and Design	Registered			TMA465380	25-Oct-1996
HighJump Software Inc.	Canada	DCSI	Registered			TMA465379	25-Jan-1996
HighJump Software Inc.	Argentina	HIGHJUMP	Published	2765006	10-Aug-2007		
HighJump Software Inc.	Argentina	HIGHJUMP	Published	2765007	10-Aug-2007		
HighJump Software Inc.	Argentina	HIGHJUMP	Published	2765008	10-Aug-2007		
HighJump Software Inc.	Australia	HIGHJUMP	Registered	1191482	07-Aug-2007	1191482	15-Mar-2007
HighJump Software Inc.	Australia	HIGHJUMP	Registered	1084308	04-Nov-2005	1084308	01-May-2006
HighJump Software Inc.	Brazil	HIGHJUMP	Published	829360565	14-Sep-2007		
HighJump Software Inc.	Brazil	HIGHJUMP	Published	829360549	14-Sep-2007		
HighJump Software Inc.	Brazil	HIGHJUMP	Published	829360620	14-Sep-2007		
HighJump Software Inc.	Brazil	HIGHJUMP	Published	828203601	24-Feb-2006		
HighJump Software Inc.	Brazil	HIGHJUMP	Published	828203636	24-Feb-2006		

TRADEMARK SECURITY AGREEMENT

7080/76751-023 Current/11069450v4

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REEL: 003800 FRAME: 0657

Owner	Country Name	Trademark Name	Trademark Status	Application Number	Filing Date	Registration Number	Registration Date
HighJump Software Inc.	Brazil	HIGHJUMP	Published	828203687	24-Feb-2006		
HighJump Software Inc.	Brazil	HIGHJUMP	Published	828203164	24-Feb-2006		
HighJump Software Inc.	Canada	HIGHJUMP	Pending	1363480	13-Sep-2007		
HighJump Software Inc.	Canada	HIGHJUMP	Registered	1278708	07-Nov-2005	TMA680909	01-Feb-2007
HighJump Software Inc.	China (Peoples Republic)	HIGHJUMP	Pending	5007124	17-Nov-2005		
HighJump Software Inc.	China (Peoples Republic)	HIGHJUMP	Pending	5007123	17-Nov-2005		
HighJump Software Inc.	China (Peoples Republic)	HIGHJUMP	Pending	6209815	08-Aug-2007		
HighJump Software Inc.	China (Peoples Republic)	HIGHJUMP	Pending	5007529	17-Nov-2005		
HighJump Software Inc.	China (Peoples Republic)	HIGHJUMP	Pending	6209816	08-Aug-2007		
HighJump Software Inc.	China (Peoples Republic)	HIGHJUMP	Pending	6209817	08-Aug-2007		
HighJump Software Inc.	European Community	HIGHJUMP	Published	6182778	09-Aug-2007		
HighJump Software Inc.	European Community	HIGHJUMP	Registered	4728663	07-Nov-2005	4728663	07-Nov-2005
HighJump Software Inc.	Hong Kong	HIGHJUMP	Registered	300928828	07-Aug-2007	300928828	07-Aug-2007
HighJump Software Inc.	Hong Kong	HIGHJUMP	Registered	300524385	04-Nov-2005	300524385	04-Nov-2005
HighJump Software Inc.	India	HIGHJUMP	Pending	1593067	21-Aug-2007		
HighJump Software Inc.	Japan	HIGHJUMP	Registered	2007-087601	09-Aug-2007	5110547	08-Feb-2008

Owner	Country Name	Trademark Name	Trademark Status	Application Number	Filing Date	Registration Number	Registration Date
HighJump Software Inc.	Japan	HIGHJUMP	Registered	2005-103754	04-Nov-2005	4952418	12-May-2006
HighJump Software Inc.	Korea, Republic of	HIGHJUMP	Pending	45-2007-3415	09-Aug-2007		
HighJump Software Inc.	Mexico	HIGHJUMP	Registered	878974	30-Aug-2007	1015293	30-Nov-2007
HighJump Software Inc.	Mexico	HIGHJUMP	Pending	878976	30-Aug-2007		
HighJump Software Inc.	Mexico	HIGHJUMP	Pending	751589	18-Nov-2005		
HighJump Software Inc.	Mexico	HIGHJUMP	Pending	751586	18-Nov-2005		
HighJump Software Inc.	Mexico	HIGHJUMP	Pending	878975	30-Aug-2007		
HighJump Software Inc.	Mexico	HIGHJUMP	Registered	751588	18-Nov-2005	917540	18-Nov-2005
HighJump Software Inc.	Mexico	HIGHJUMP	Registered	751587	18-Nov-2005	917539	18-Nov-2005
HighJump Software Inc.	New Zealand	HIGHJUMP	Pending	773482	07-Aug-2007		
HighJump Software Inc.	Singapore	HIGHJUMP	Registered	T0717163H	15-Aug-2007	T0717163H	15-Aug-2007
HighJump Software Inc.	Taiwan	HIGHJUMP	Pending	96038497	13-Aug-2007		
HighJump Software Inc.	Taiwan	HIGHJUMP	Registered	94053736	08-Nov-2005	1222261	01-Aug-2006
HighJump Software Inc.	United States of America	HIGHJUMP	Registered	77/131845	15-Mar-2007	3285446	28-Aug-2007
HighJump Software Inc.	Argentina	HIGHJUMP SOFTWARE	Final Rejection	2517308	28-May-2004		
HighJump Software Inc.	Argentina	HIGHJUMP SOFTWARE	Registered	2517311	28-May-2004	2062649	13-Jan-2006

Owner	Country Name	Trademark Name	Trademark Status	Application Number	Filing Date	Registration Number	Registration Date
HighJump Software Inc.	Argentina	HIGHJUMP SOFTWARE	Registered	2517310	28-May-2004	2062648	13-Jan-2006
HighJump Software Inc.	Argentina	HIGHJUMP SOFTWARE	Registered	2517309	28-May-2004	2062647	13-Jan-2006
HighJump Software Inc.	Australia	HIGHJUMP SOFTWARE	Registered		20-Dec-2000	861138	26-Jun-2001
HighJump Software Inc.	Brazil	HIGHJUMP SOFTWARE	Published	826173764	31-Dec-2003		
HighJump Software Inc.	Brazil	HIGHJUMP SOFTWARE	Published	826173780	31-Dec-2003		
HighJump Software Inc.	Brazil	HIGHJUMP SOFTWARE	Published	826173756	31-Dec-2003		
HighJump Software Inc.	Brazil	HIGHJUMP SOFTWARE	Published	826173772	31-Dec-2003		
HighJump Software Inc.	Canada	HIGHJUMP SOFTWARE	Registered	1087183	21-Dec-2000	TMA571939	09-Dec-2002
HighJump Software Inc.	China (Peoples Republic)	HIGHJUMP SOFTWARE	Registered	3893995	19-Jan-2004	3893995	07-Jul-2006
HighJump Software Inc.	China (Peoples Republic)	HIGHJUMP SOFTWARE	Registered	3893998	19-Jan-2004	3893998	07-Feb-2006
HighJump Software Inc.	China (Peoples Republic)	HIGHJUMP SOFTWARE	Registered	3893996	19-Jan-2004	3893996	07-Jul-2006
HighJump Software Inc.	China (Peoples Republic)	HIGHJUMP SOFTWARE	Registered	3893997	19-Jan-2004	3893997	07-Aug-2006
HighJump Software Inc.	European Community	HIGHJUMP SOFTWARE	Registered	2028017	21-Dec-2000	2028017	01-Apr-2003
HighJump Software Inc.	India	HIGHJUMP SOFTWARE	Registered	1257233	24-Dec-2003	1257233	24-Dec-2003
HighJump Software Inc.	Japan	HIGHJUMP SOFTWARE	Registered	2003-114573	24-Dec-2003	4880427	15-Jul-2005
HighJump Software Inc.	Korea, Republic of	HIGHJUMP SOFTWARE	Registered	2003-4601	23-Dec-2003	13001	05-Jul-2005

Owner	Country Name	Trademark Name	Trademark Status	Application Number	Filing Date	Registration Number	Registration Date
HighJump Software Inc.	Mexico	HIGHJUMP SOFTWARE	Registered	658490	27-May-2004	840317	25-Jun-2004
HighJump Software Inc.	Mexico	HIGHJUMP SOFTWARE	Registered	658489	27-May-2004	840316	25-Jun-2004
HighJump Software Inc.	Mexico	HIGHJUMP SOFTWARE	Registered	658491	27-May-2004	840318	25-Jun-2004
HighJump Software Inc.	Mexico	HIGHJUMP SOFTWARE	Registered	658488	27-May-2004	840315	25-Jun-2004
HighJump Software Inc.	New Zealand	HIGHJUMP SOFTWARE	Registered	706294	22-Dec-2003	706294	22-Dec-2003
HighJump Software Inc.	Singapore	HIGHJUMP SOFTWARE	Registered	T03/20834J	29-Dec-2003	T03/20834J	29-Dec-2003
HighJump Software Inc.	Singapore	HIGHJUMP SOFTWARE	Registered	T03/20828F	29-Dec-2003	T03/20828F	29-Dec-2003
HighJump Software Inc.	Singapore	HIGHJUMP SOFTWARE	Registered	T03/20830H	29-Dec-2003	T03/20830H	29-Dec-2003
HighJump Software Inc.	Singapore	HIGHJUMP SOFTWARE	Registered	T03/20829D	29-Dec-2003	T03/20829D	29-Dec-2003
HighJump Software Inc.	Singapore	HIGHJUMP SOFTWARE	Registered	T03/20833B	29-Dec-2003	T03/20833B	29-Dec-2003
HighJump Software Inc.	Singapore	HIGHJUMP SOFTWARE	Registered	T03/20831F	29-Dec-2003	T03/20831F	29-Dec-2003
HighJump Software Inc.	United States of America	HIGHJUMP SOFTWARE	Registered	76/083698	05-Jul-2000	2563157	23-Apr-2002
HighJump Software Inc.	United States of America	HIGHJUMP SOFTWARE RAISING THE BAR ON SUPPLY CHAIN EXECUTION and Design	Registered	76/268870	11-Jun-2001	2682607	04-Feb-2003
HighJump Software I Ltd.	United States of America	OASIS/400	Registered	76/116099	25-Aug-2000	2614091	03-Sep-2002
HighJump Software I Ltd.	Canada	SOFTWARE 4 LIFE	Registered	1256730	05-May-2005	TMA665317	31-May-2006
HighJump Software I Ltd.	United States of America	SOFTWARE 4 LIFE	Registered	78/630441	16-May-2005	3109097	27-Jun-2006

Owner	Country Name	Trademark Name	Trademark Status	Application Number	Filing Date	Registration Number	Registration Date
HighJump Software I Ltd.	Canada	SOFTWARE FOR LIFE	Registered	1190146	09-Sep-2003	TMA630490	19-Jan-2005
HighJump Software I Ltd.	United States of America	SUPPLY CHAIN ADVANTAGE	Registered	78/134083	07-Jun-2002	2780779	04-Nov-2003
HighJump Software I Ltd.	Canada	SW4L	Registered	1190147	09-Sep-2003	TMA630348	17-Jan-2005
HighJump Software I Ltd.	United States of America	SW4L	Registered	78/301099	16-Sep-2003	3021784	29-Nov-2005
HighJump Software I Ltd.	United States of America	THE HIGHJUMP CHALLENGE	Registered	76/240018	12-Apr-2001	2689251	18-Feb-2003
HighJump Software I Ltd.	United States of America	VIRTUALCOOLER	Registered	75/297641	23-May-1997	2279810	21-Sep-1999
HighJump Software I Ltd.	United States of America	VISION IS	Registered	75/364515	29-Sep-1997	2222478	09-Feb-1999
HighJump Software I Ltd.	United States of America	WAREHOUSE ADVANTAGE	Registered	74/440537	27-Sep-1993	1879152	14-Feb-1995

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.