TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MERRILL LYNCH CAPITAL CANADA INC., as Original Agent		07/21/2008	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	GE CANADA FINANCE HOLDING COMPANY, as Successor Agent
Street Address:	123 FRONT STREET WEST
Internal Address:	SUITE 1400
City:	TORONTO
State/Country:	ONTARIO
Postal Code:	M5J 2M2
Entity Type:	COMPANY: CANADA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1430063	TRANSMAN

CH $40.00 1430063

CORRESPONDENCE DATA

Fax Number: (312)577-4688
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (312)577-8416
Email: carole.dobbins@kattenlaw.com
Correspondent Name: Carole Dobbins c/o Katten Muchin
Address Line 1: 525 W. Monroe St.
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	215434-00158
NAME OF SUBMITTER:	Carole Dobbins
Signature:	/Carole Dobbins/

Date:	07/24/2008

Total Attachments: 5
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ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

This Assignment of Trademark Security Agreement dated as of July 21, 2008 (the "**Assignment**"), is made by and among MERRILL LYNCH CAPITAL CANADA INC., in its capacity as administrative agent (in such capacity, "**Original Agent**") under the Credit Agreement (as defined below), GE CANADA FINANCE HOLDING COMPANY, in its capacity as successor administrative agent (in such capacity, "**Successor Agent**") and TMT SOFTWARE COMPANY, a North Carolina corporation (the "**Company**").

RECITALS

WHEREAS, Company, certain of Company's affiliates, Original Agent and the Lenders party thereto are parties to a certain Credit Agreement dated as of September 5, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**");

WHEREAS, Company, and Original Agent entered into that certain Trademark Security Agreement (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "**Trademark Security Agreement**") dated as of May 30, 2007 and recorded on June 22, 2007 with the United States Patent and Trademark Office at Reel 003567 and Frame 0430 and attached hereto as Exhibit A;

WHEREAS, Original Agent has agreed to assign all of its rights, interests, duties, and obligations under the Trademark Security Agreement to Successor Agent; and

WHEREAS, Successor Agent has agreed to accept the assignment of the rights, remedies, and duties and assumes the obligations of the Original Agent under the Trademark Security Agreement from Original Agent.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Company, Original Agent and Successor Agent hereby agree as follows:

1. Definitions. All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement.

2. Assignment. Original Agent does hereby assign and transfer all of its rights, remedies, duties and obligations as Agent under the Trademark Security Agreement to Successor Agent, and Successor Agent hereby accepts all of Original Agent's assignment and transfer of its rights, remedies, duties and obligations as Agent under the Trademark Security Agreement. The execution and delivery of this Assignment shall not in any way affect or modify the liability of Company under the Trademark Security Agreement or any other Financing Document, it being understood and agreed that notwithstanding this Assignment, all of the obligations of Company under the Financing Documents shall be and remain enforceable by Successor Agent, as Agent under the Credit Agreement and Trademark Security Agreement, or by its successors and assigns against Company.

3. Severability. Whenever possible, each provision of this Assignment will be interpreted in such manner as to be effective and valid under applicable law. In the event any provision of this Assignment is or is held to be invalid, illegal, or unenforceable under applicable law, such provision will be ineffective only to the extent of such invalidity, illegality, or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Assignment. In addition, in the event any provision of or obligation under this Assignment is or is held to be invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of the remaining provisions or obligations in any other jurisdictions will not in any way be affected or impaired thereby.

4. Section Titles. Section and Subsection titles in this Assignment are included for convenience of reference only, do not constitute a part of this Assignment for any other purpose, and have no substantive effect.

5. Successors and Assigns. This Assignment will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois applicable to contracts made and performed in such state, without regard to the principles thereof regarding conflict of laws.

7. Counterparts. This Assignment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, will be deemed an original and all of which shall together constitute one and the same instrument. Any such counterpart which may be delivered by facsimile transmission shall be deemed the equivalent of an originally signed counterpart and shall be fully admissible in any enforcement proceedings regarding this Assignment.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be executed by its duly qualified officer on the date first written above.

MERRILL LYNCH CAPITAL CANADA INC., as Original Agent

By: _____
Name: _____
Title: _____

GE CANADA FINANCE HOLDING COMPANY as Successor Agent

By: _____
Name: _____
Title: _____

TMT SOFTWARE COMPANY,
a North Carolina corporation, as Company

By: _____
Name: _____
Title: _____

TRADEMARK
REEL: 003822 FRAME: 0563

EXHIBIT A

See attached.

SCHEDULE 1

TRADEMARK REGISTRATIONS

Trademark Description	U.S. Registration No.	Date Registered
TRANSMAN	1430063	February 24, 1987

TRADEMARK APPLICATIONS

Trademark Application Description	U.S. Application No.	Date Applied
None.		