

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Second Amendment to the Trademark Security Agreement	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SumTotal Systems, Inc.		08/26/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Foothill, Inc.		
<b>Street Address:</b>	2450 Colorado Avenue, Suite 3000 West		
<b>City:</b>	Santa Monica		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90404		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3296604	RESULTSONDEMAND	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)268-7522		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	415 268 6036		
<b>Email:</b>	rlal@mofo.com, jkline@mofo.com		
<b>Correspondent Name:</b>	John Kline, Senior Paralegal		
<b>Address Line 1:</b>	Morrison & Foerster LLP, 425 Market St.		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105-2482		
<b>ATTORNEY DOCKET NUMBER:</b>	51270-100		
<b>NAME OF SUBMITTER:</b>	John Kline, Senior Paralegal		
<b>Signature:</b>	/John Kline/		
<b>Date:</b>	08/27/2008		

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**Total Attachments: 4**

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**SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT**

This Second Amendment to Trademark Security Agreement (this "Amendment"), dated as of August 26, 2008, is between the grantor listed on the signature pages hereof (the "Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group and the Bank Product Providers (together with its successors and assigns in such capacity, "Agent").

**RECITALS**

WHEREAS, Grantor and a certain other grantor party thereto (collectively, the "Grantors") and Agent entered into a certain Security Agreement, dated as of October 4, 2005 (the "Security Agreement");

WHEREAS, in connection with the Security Agreement, Grantors and the Agent entered into a certain Trademark Security Agreement dated as of October 4, 2005 (the "Agreement");

WHEREAS, pursuant to the Agreement, Grantors granted to Agent, for itself and for the ratable benefit of Lender Group and the Bank Product Providers, a security interest in certain "Collateral," including certain trademarks;

WHEREAS, Grantors and the Agent entered into an amendment to the Agreement dated as of November 13, 2006; and

WHEREAS, Grantor and Agent wish to amend the Agreement to include certain additional trademarks.

**AGREEMENT**

NOW, THEREFORE, Grantor and Agent agree as follows:

1. Capitalized terms used but not defined in this Amendment (including in the Recitals) shall have the meanings set forth in the Agreement.

2. The Agreement is amended by supplementing the list of trademarks and trademark registrations appended to the Agreement by adding the additional trademarks and trademark registrations set forth in Schedule A hereto.

3. Agent may record this Amendment with the United States Patent and Trademark Office, at the expense of the Grantor.

4. Except as herein expressly amended and supplemented, all of the terms and provisions of the Agreement shall continue in full force and effect and the same are hereby ratified and confirmed.

**5. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND TO THE EXTENT THE VALIDITY OR PERFECTION OF THE SECURITY INTERESTS HEREUNDER, OR THE REMEDIES HEREUNDER, IN RESPECT OF ANY COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN NEW YORK.**

[Signature Pages Following]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

GRANTOR:

SUMTOTAL SYSTEMS, INC.,  
a Delaware corporation

By: Neil J. Laird 9/26/08  
Name: Neil J. Laird  
Title: Chief Financial Officer

Approved *mm*  
Sum Total *9/26/08*  
Legal.

[Signature page 1 to Second Amendment to Trademark Security Agreement]

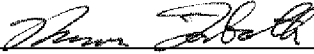
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TRADEMARK  
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**AGENT:**

WELLS FARGO FOOTHILL, INC.,  
a California corporation,  
as Agent and as a Lender

By:   
Name: Thomas Forbath  
Title: Vice President

[Signature page 2 to Second Amendment to Trademark Security Agreement]

**SCHEDULE A**  
**to the Amendment to Trademark Security Agreement**

**REGISTERED TRADEMARKS**

<b>Trademark</b>	<b>Country</b>	<b>Registration Number</b>	<b>Registration Date</b>
RESULTSONDEMAND	United States	3296604	09/25/07