

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY AGREEMENT | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| CMS Software Canada, Inc. | | 09/11/2008 | CORPORATION: CANADA |
| RECEIVING PARTY DATA | | | |
| Name: | D.B. Zwirn Special Opportunities Fund, L.P., as arranger and administrative agent | | |
| Street Address: | 745 Fifth Avenue | | |
| Internal Address: | 18th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10151 | | |
| Entity Type: | LIMITED PARTNERSHIP: DELAWARE | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3049039 | CMS | |
| Registration Number: | 3220542 | CMSI5 | |
| Registration Number: | 3225589 | CMSM5 | |
| Serial Number: | 77336843 | SOLARSOFT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (212)593-5955 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 212-756-2494 | | |
| Email: | watt.wanapha@srz.com | | |
| Correspondent Name: | Watt Wanapha, Esq. | | |
| Address Line 1: | 919 Third Avenue | | |
| Address Line 2: | 22nd Floor | | |
| Address Line 4: | New York, NEW YORK 10022 | | |
| ATTORNEY DOCKET NUMBER: | 017962/0138 | | |

CH \$115.00 3049039

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|---|----------------------------------|
| NAME OF SUBMITTER: | Watt Wanapha, Esq. (017962/0138) |
| Signature: | /kc for ww/ |
| Date: | 09/15/2008 |
| Total Attachments: 6 source=Trademark Security Agreement for CMS Software Canada Inc#page1.tif source=Trademark Security Agreement for CMS Software Canada Inc#page2.tif source=Trademark Security Agreement for CMS Software Canada Inc#page3.tif source=Trademark Security Agreement for CMS Software Canada Inc#page4.tif source=Trademark Security Agreement for CMS Software Canada Inc#page5.tif source=Trademark Security Agreement for CMS Software Canada Inc#page6.tif | |

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 11th day of September, 2008, among grantor listed on the signature page hereof ("Grantor"), and D.B. ZWIRN SPECIAL OPPORTUNITIES FUND, L.P., a Delaware limited partnership, in its capacity as the arranger and administrative agent for the Lender Group (together with its successors and assigns in such capacity, the "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of September 11, 2008 (as amended, restated, supplemented, or otherwise modified from time to time, including all exhibits and schedules thereto, the "Amended Credit Agreement") among CMS-XKO HOLDING COMPANY, LP, a Delaware limited partnership ("Parent"), and each of Parent's Subsidiaries identified on the signature pages thereof as borrowers (such Subsidiaries are referred to hereinafter individually as a "Borrower" and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" ("Lenders"), and Agent, the Lender Group is willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof, and

WHEREAS, the members of the Lender Group are willing to amend the Original Credit Agreement, but only upon the condition, among others, that the Grantor shall be joined as a Grantor (as defined in the Security Agreement) that certain Security Agreement dated January 23, 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, the Grantor is required to execute and deliver to Agent, for the benefit of Lender Group, 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, the 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 Amended Credit Agreement.

2 GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby grants to Agent, for the benefit of the Lender Group, a continuing first priority (subject to Permitted Liens) security interest in all of the 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 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 or extensions of 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 or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark 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 the Grantor, or any of them, to Agent, the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving the 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, pursuant to the Security Agreement. The 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 the Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor 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 the Grantor's obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of the Grantor. 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 of all Obligations other than unasserted contingent indemnification Obligations. 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.

CMS SOFTWARE CANADA, INC.,
a company organized under the laws of the
province of Ontario, Canada

By: 
Name: _____
Title: *Nicholas Kaiser*
Secretary

ACCEPTED AND ACKNOWLEDGED BY:

**D.B. ZWIRN SPECIAL OPPORTUNITIES
FUND, L.P.,** in its capacity as Agent

By: D.B. Zwirn Partners, LLC,
its general partner

By: Zwirn Holdings, LLC,
its managing member

By: _____
Name: _____
Title: _____

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.

CMS SOFTWARE CANADA, INC.,
a company organized under the laws of the
province of Ontario, Canada

By: _____
Name:
Title:

ACCEPTED AND ACKNOWLEDGED BY:

**D.B. ZWIRN SPECIAL OPPORTUNITIES
FUND, L.P.,** in its capacity as Agent

By: D.B. Zwirn Partners, LLC,
its general partner

By: Zwirn Holdings, LLC,
its managing member

By: _____
Name: ~~LAWRENCE D. CUTLER~~
Title: ~~AUTHORIZED SIGNATORY~~

Trademark Security Agreement

**TRADEMARK
REEL: 003853 FRAME: 0598**

SCHEDULE I
TRADEMARKS

| <u>Company</u> | <u>Country</u> | <u>Trademark</u> | <u>Application or Registration No.</u> | <u>Filing Date</u> | <u>Registration Date</u> | <u>Assignees</u> |
|---------------------------------------|----------------|------------------------------|--|------------------------|------------------------------|-----------------------------------|
| CMS Manufacturing Systems, Inc. | USA | CMS | 3049039 | 6/11/04 | 1/24/06 | See report |
| CMS Manufacturing Systems, Inc. | USA | CMSi5 | 3220542 | 7/7/04 | 3/20/07 | See report |
| CMS Manufacturing Systems, Inc. | USA | CMSm5 | 3225589 | 7/7/04 | 4/3/07 | See report |
| CMS Software Canada Inc. | Canada | Solarsoft Arrow Design | 1 376 482 | 12/18/07 | Pending | CMS Software Canada Inc. |
| CMS Software Canada Inc. | USA | Solarsoft Arrow Design | 77336843 | 11/26/07 | Pending | CMS Software Canada Inc. |
| CMS Software Canada Inc. | WIPO | Solarsoft Arrow Design | 0966323 | 12/4/07 | 12/4/07 | CMS Software Canada Inc. |
| CMS Software Canada Inc. | EU | Solarsoft Arrow Design | IR0966323 | 12/4/07 | Pending | CMS Software Canada Inc. |