

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
Zywave, Inc.		11/10/2008	CORPORATION: WISCONSIN

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Silicon Valley Bank
<b>Street Address:</b>	3003 Tasman Drive
<b>City:</b>	Santa Clara
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95054
<b>Entity Type:</b>	as administrative agent: CALIFORNIA

**PROPERTY NUMBERS Total: 20**

Property Type	Number	Word Mark
Registration Number:	2471937	ZYWAVE
Registration Number:	2507442	BROKER BRIEFCASE
Registration Number:	2571896	MYWAVE
Registration Number:	2659808	DECISION MASTER
Registration Number:	2865680	RALLE
Registration Number:	2978886	HRCONNECTION
Registration Number:	3208309	MYWAVEOSHA
Registration Number:	3194107	MYWAVEPORTAL
Registration Number:	3194103	MYWAVEHR
Registration Number:	3194102	MYWAVERM
Registration Number:	3266398	ZYPAL
Registration Number:	2739706	MYRESOURCESITE
Registration Number:	2776211	MYBENEFITSITE
Registration Number:	3328119	PLANADVISOR

**CH \$515.00 2471937**

Serial Number:	77491615	AGENCY SALESPULSE
Serial Number:	77491579	ZYWAVE SALESPULSE
Serial Number:	77491569	SALESPULSE
Serial Number:	77229062	ELEMENTS
Serial Number:	77229035	MYWAVE ELEMENTS
Serial Number:	77543514	AGENCYFUEL

**CORRESPONDENCE DATA**

Fax Number: (650)849-4800  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (650)849-4400  
Email: mary.zimmerman@bingham.com  
Correspondent Name: Mary R. Zimmerman  
Address Line 1: Bingham McCutchen LLP  
Address Line 2: Three Embarcadero Center  
Address Line 4: SAN FRANCISCO, CALIFORNIA 94111-4067

ATTORNEY DOCKET NUMBER:	2073414-0000335339
NAME OF SUBMITTER:	Mary R. Zimmerman
Signature:	/Mary R. Zimmerman/
Date:	11/13/2008

**Total Attachments: 6**  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 10, 2008, is entered into by and between ZYWAVE, INC., a Wisconsin corporation (the "Grantor") and SILICON VALLEY BANK (the "Assignee"), as Administrative Agent pursuant to that certain Guarantee and Collateral Agreement, dated as of November 10, 2008, among the Assignee, the Grantor and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), and pursuant to that certain Credit Agreement, dated as of November 10, 2008, among Grantor, BREWER ACQUISITION CORP., a Delaware corporation, and certain Lenders and agents party thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted in favor of Assignee a security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security granted by Grantor to Assignee pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to Assignee a security interest in all of Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's Obligations. For the purposes of this Agreement, "Trademarks" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill of Grantor's business associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of Grantor's United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict

with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, Grantor authorizes the Assignee, upon notice to Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by Grantor or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

*[Signature Page Follows]*

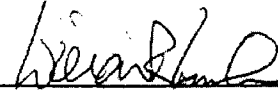
IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

Address of Grantor:

10700 West Research Drive  
Suite 400  
Wauwatosa, Wisconsin 53226

GRANTOR:

ZYWAVE, INC.

By: 

Name: William Haack  
Title: Chairman and Chief Executive Officer

Address of Assignee:

3003 Tasman Drive  
Santa Clara, California 95054

ASSIGNEE:

SILICON VALLEY BANK,  
as Administrative Agent

By: \_\_\_\_\_

Name:  
Title:

[Trademark Security Agreement]

TRADEMARK  
REEL: 003887 FRAME: 0693

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

Address of Grantor:

10700 West Research Drive  
Suite 400  
Wauwatosa, Wisconsin 53226

GRANTOR:

ZYWAVE, INC.

By: \_\_\_\_\_  
Name:  
Title:

Address of Assignee:

3003 Tasman Drive  
Santa Clara, California 95054

ASSIGNEE:

SILICON VALLEY BANK,  
as Administrative Agent

By: Brian Sherer  
Name: Brian Sherer  
Title: MANAGING DIRECTOR

[Trademark Security Agreement]

TRADEMARK  
REEL: 003887 FRAME: 0694

Schedule A to TRADEMARK SECURITY AGREEMENT

*Registered Trademarks:*

<b>Registrant</b>	<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
Zywave, Inc.	ZYWAVE	2,471,937	7/24/2001
Zywave, Inc.	BROKER BRIEFCASE	2,507,442	11/13/2001
Zywave, Inc.	MYWAVE	2,571,896	5/21/2002
Zywave, Inc.	DECISION MASTER	2,659,808	12/10/2002
Zywave, Inc.	RALLE	2,865,680	7/20/2004
Zywave, Inc.	HRCONNECTION	2,978,886	7/26/2005
Zywave, Inc.	MYWAVEOSHA	3,208,309	2/13/2007
Zywave, Inc.	MYWAVEPORTAL	3,194,107	1/2/2007
Zywave, Inc.	MYWAVEHR	3,194,103	1/2/2007
Zywave, Inc.	MYWAVERM	3,194,102	1/2/2007
Zywave, Inc.	ZYPAL	3,266,398	7/17/2007
Zywave, Inc.	MYRESOURCESITE <sup>1</sup>	2,739,706	7/22/2003
Zywave, Inc.	MYBENEFITSITE <sup>1</sup>	2,776,211	10/21/2003
Zywave, Inc.	PLANADVISOR	3,328,119	10/30/2007

*Applications for Registration of Trademarks:*

<b>Applicant</b>	<b>Trademark</b>	<b>Application No.</b>	<b>Application Date</b>
Zywave, Inc.	AGENCY SALESPULSE	77/491,615	6/5/2008
Zywave, Inc.	ZYWAVE SALESPULSE	77/491,579	6/5/2008
Zywave, Inc.	SALESPULSE	77/491,569	6/5/2008
Zywave, Inc.	ELEMENTS	77/229,062	7/13/2007

<sup>1</sup> The Grantor has chosen not to make the required maintenance filings for this trademark, and consequently, this trademark will be cancelled by operation of law.

Applicant	Trademark	Application No.	Application Date
Zywave, Inc.	MYWAVE ELEMENTS	77/229,035	7/13/2007
Zywave, Inc.	AGENCYFUEL	77/543,514	8/11/2008