

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SUNGARD DATA SYSTEMS INC.		03/19/2009	CORPORATION: DELAWARE
SUNGARD HOLDCO LLC		03/19/2009	LIMITED LIABILITY COMPANY: DELAWARE
SUNGARD PUBLIC SECTOR INC.		03/19/2009	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	PO Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Association: UNITED STATES

## PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3417440	ASSESSMENT BUILDER
Registration Number:	3408585	PERFORMANCE PATHWAYS
Registration Number:	3417441	TECHPATHS
Serial Number:	77498759	OLA
Serial Number:	77241731	PERFORMANCE TRACKER

## CORRESPONDENCE DATA

Fax Number: (866)826-5420

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 3016380511

Email: bonnie@ipresearchplus.com

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: Attn: Penelope J.A. Agodoa

900130414

TRADEMARK  
REEL: 003960 FRAME: 0522

OP \$140.00 3417440

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER: 34217

NAME OF SUBMITTER: Penelope J.A. Agodoa

Signature: /pja/

Date: 03/27/2009

Total Attachments: 5  
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# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

SUNGARD DATA SYSTEMS INC.

- ☐ Individual(s)                      ☐ Association  
☐ General Partnership           ☐ Limited Partnership  
☒ Corporation-State (DE)  
☐ Other

Additional name(s) of conveying party(ies) attached? ☒ Yes ☐ No

## 3. Nature of conveyance:

- ☐ Assignment                              ☐ Merger  
☒ Security Agreement                   ☐ Change of Name  
☐ Other

Execution Date: March 19, 2009.

## 2. Name and address of receiving party(ies)

Name: JPMorgan Chase Bank, N.A., as Collateral Agent

Internal

Address: \_\_\_\_\_

Street Address: P.O. Box 2558City: Houston State: TX Zip: 77252☐ Individual(s) citizenship \_\_\_\_\_☐ Association \_\_\_\_\_☐ General Partnership \_\_\_\_\_☐ Limited Partnership \_\_\_\_\_☐ Corporation-State \_\_\_\_\_☒ Other National AssociationIf assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☐ No

## 4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

PLEASE SEE ATTACHED

B. Trademark Registration No.(s)

PLEASE SEE ATTACHED

Additional number(s) attached ☒ Yes ☐ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: \_\_\_\_\_

Internal Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

6. Total number of applications and registrations involved:  

7. Total fee (37 CFR 3.41).....\$ \_\_\_\_\_

☐ Enclosed☐ Authorized to be charged to deposit account

## 8. Deposit account number: \_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

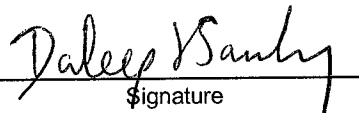
DO NOT USE THIS SPACE

## 9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Daleep J. Sawhney

Name of Person Signing


  
Signature

03/27/2009

Date

05

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20231

TRADEMARK SECURITY AGREEMENT, dated as of March 19, 2009, among SUNGARD HOLDCO LLC ("Holdings"), SUNGARD DATA SYSTEMS INC. ("SunGard"), SUNGARD PUBLIC SECTOR INC. ("SPS") and JPMORGAN CHASE BANK, N.A., as Collateral Agent (the "Collateral Agent").

Reference is made to the Intellectual Property Security Agreement dated as of August 11, 2005 (as amended, supplemented or otherwise modified from time to time, the "IP Security Agreement"), among Holdings, SunGard, SOLAR CAPITAL CORP. (which was merged with and into SunGard), the Subsidiaries identified therein and the Collateral Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement dated as of August 11, 2005 (as amended, supplemented or otherwise modified from time to time (the "Credit Agreement")). The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and SPS are affiliates of the Borrowers, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the IP Security Agreement. The rules of construction specified in Section 1.01(b) of the IP Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, SPS, pursuant to the IP Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by SPS or in which SPS now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "Trademarks");

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. IP Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the IP Security Agreement. SPS hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the IP Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the IP Security Agreement, the terms of the IP Security Agreement shall govern.

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

SUNGARD HOLDCO LLC,

by

\*

\_\_\_\_\_  
Name: Michael J. Ruane  
Title: Executive Vice President – and  
Chief Financial Officer

SUNGARD DATA SYSTEMS INC.,

by

\*

\_\_\_\_\_  
Name: Michael J. Ruane  
Title: Senior Vice President –  
Finance and Chief Financial Officer

SUNGARD PUBLIC SECTOR INC.,

by

\*

\_\_\_\_\_  
Name: Michael J. Ruane  
Title: Vice President

JPMORGAN CHASE BANK, N.A., as  
Collateral Agent,

by

Ann B. Kern  
Name: Ann B. Kerns  
Title: Vice President

\* The signature appearing immediately below shall serve as a signature at each place indicated with an "\*" on this page:

By:

Michael J. Ruane  
Michael J. Ruane

## Schedule I

### I. Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Expiration Date</u>
SunGard Public Sector Inc.	ASSESSMENT BUILDER	3,417,440	N/A
SunGard Public Sector Inc.	PERFORMANCE PATHWAYS	3,408,585	N/A
SunGard Public Sector Inc.	TECHPATHS	3,417,441	N/A

### II. Trademark Applications

<u>Registered Owner</u>	<u>Mark</u>	<u>Application Number</u>	<u>Date Filed</u>
SunGard Public Sector Inc	OLA	77/498,759	6/13/2008
SunGard Public Sector Inc	PERFORMANCE TRACKER	77/241,731	7/30/2007

### III. Trademark Licenses

<u>Licensee</u>	<u>Licensor</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Expiration Date</u>