

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SOFTWRITERS, INC.		04/30/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	TRISTATE CAPITAL BANK		
Street Address:	One Oxford Centre		
Internal Address:	27th Floor, 301 Grant Street		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	Pennsylvania State Chartered Bank: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3122869	FRAMEWORKLTC	
CORRESPONDENCE DATA			
Fax Number:	(412)355-2609		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(412) 355-2623		
Email:	tperles@kwbhlaw.com		
Correspondent Name:	Andrew J. Cornelius		
Address Line 1:	1001 Liberty Avenue		
Address Line 2:	11th Floor, Federated Investors Tower		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15222		
NAME OF SUBMITTER:	Andrew J. Cornelius		
Signature:	/Andrew J. Cornelius/		
Date:	05/13/2009		

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Total Attachments: 3

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TRADEMARK

REEL: 003986 FRAME: 0662

NOTICE OF SECURITY INTEREST
U.S. TRADEMARKS

WHEREAS, SOFTWRITERS, INC., a Delaware corporation ("Borrower"), has adopted, used and is using the United States trademarks listed on the annexed Schedule A, which trademarks are registered in or subject to the trademark applications filed in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, pursuant to a certain Loan Agreement, dated of even date herewith (as amended, amended and restated, modified or supplemented from time to time, the "Loan Agreement"), by and among the Borrower, SoftWriters Holdings, Inc. and TriState Capital Bank (the "Bank"), the Borrower has entered into that certain Patent, Trademark and Copyright Security Agreement, dated of even date herewith (the "Security Agreement") in favor of the Bank; and

WHEREAS, pursuant to the Security Agreement, the Borrower has granted to the Bank, a mortgage on, pledge of and security interest in, all right, title and interest of the Borrower in and to the Trademarks, together with all the goodwill of the business symbolized by the Trademarks, and the registrations or applications for registration thereof, and all proceeds thereof, including, without limitation, any royalties, claims for infringement and proceeds of sale or other disposition thereof (the "Trademark Collateral") to secure the payment and performance of the Obligations (as defined in the Loan Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Borrower does hereby confirm its grant to the Bank of a mortgage on, pledge of and security interest in the Trademark Collateral to secure prompt payment and performance of the Obligations.

The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Bank with respect to the assignment of, mortgage on, pledge of and 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 hereby incorporated herein by reference as if fully set forth in this Notice.

The Bank's address is One Oxford Centre, 27th Floor, 301 Grant Street, Pittsburgh, PA 15219.

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IN WITNESS WHEREOF, the Borrower has caused this Notice of Security Interest - U.S. Trademarks to be duly executed on the 30th day of April, 2009.

SOFTWRITERS, INC.

[Corporate Seal]

By: [Signature] (SEAL)

Name: Karen Pinnell

Title: V.P.

{P01272984-3}

Schedule A

Trademarks

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
FrameworkLTC	3,122,869	August 1, 2006

{P0187994:3}