

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Collateral Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Consona CRM Inc.		06/30/2009	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	Harris N.A., as Agent
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2929050	DNA
Registration Number:	2911313	DNA PROBE
Registration Number:	3036467	HOMENET
Registration Number:	3090946	LIVEASSIST
Registration Number:	2802905	RESOLUTION SUITE
Registration Number:	2943207	SMARTACCESS
Registration Number:	2811109	SMARTISSUE
Registration Number:	2906891	SMARTRESULT
Registration Number:	2948263	SUPPORTACTION
Registration Number:	2951959	SUPPORTACTION
Registration Number:	2783201	SUPPORTSOFT
Registration Number:	2799210	SUPPORTSOFT
Registration Number:	2729784	SUPPORTSOFT
Registration Number:	2952126	SUPPORTTRIGGER

CH \$365.00 2929050

CORRESPONDENCE DATA

Fax Number: (312)803-5299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (312) 845-3430
Email: kalwa@chapman.com
Correspondent Name: Richard Kalwa
Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1623818
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	07/14/2009

Total Attachments: 5
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SECOND LIEN TRADEMARK COLLATERAL AGREEMENT

This ~~30~~³¹ day of June, 2009, Consona CRM Inc., a Washington corporation ("*Debtor*"), with its principal place of business and mailing address at 450 East 96th Street, Suite 300, Indianapolis, Indiana 46240, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants HARRIS N.A., a national banking association ("*Harris*") with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent for the Secured Creditors defined in that certain Security Agreement hereinafter defined (Harris acting as such administrative agent and any successor or successors to Harris acting in such capacity being hereinafter referred to as the "*Agent*"), a lien on, and a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Debtor as set out in that certain Second Lien Security Agreement dated as of August 2, 2006 by and among the Debtor, the other debtors party thereto and the Agent, as the same may be amended, modified, supplemented or restated from time to time (the "*Security Agreement*").

Notwithstanding the foregoing, this Second Lien Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Agent of any applications by the Debtor for any Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*").


Debtor does hereby further acknowledge and affirms that the rights and remedies of the Agent with respect to the security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement and in the event of any conflict or ambiguity between this Second Lien

Trademark Collateral Agreement and the Security Agreement, the Security Agreement shall control.

The lien and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses granted to the Agent and the exercise of any right or remedy of the Agent are subject to the provisions of that certain Intercreditor Agreement dated as of August 2, 2006 (the Intercreditor Agreement as may be amended, modified, restated or supplemented from time to time, the "*Intercreditor Agreement*"), by and between Harris N.A., as First Lien Collateral Agent and Harris N.A., as Second Lien Agent, and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of this Second Lien Trademark Agreement and the Intercreditor Agreement, the terms of the Intercreditor Agreement shall govern and control.

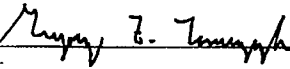
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

CONSONA CRM INC.

By: 
Name: Katherine Kinder
Title: Vice President, Finance and Administration

Accepted and agreed to at Chicago, Illinois as of the day and year last above written.

HARRIS N.A., as Agent

By: 
Name: _____
Its: _____

(Signature Page to Trademark Collateral Agreement)

Schedule A-1
TO TRADEMARK COLLATERAL AGREEMENT
TRADEMARK REGISTRATION

Trademark	Country	International Class No.	Registration No.	Registration Date
DNA	United States	Class 9	2929050	03/01/05
DNA Probe	United States	Class 9	2911313	12/14/04
HOMENET	United States	Class 9	3036467	12/27/05
LIVEASSIST	United States	Class 9	3090946	05/09/06
RESOLUTION SUITE	United States	Class 9	2802905	01/06/04
SMARTACCESS	United States	Class 9	2943207	04/19/05
SMARTISSUE	United States	Class 9	2811109	02/03/04
SMARTRESULT	United States	Class 9	2906891	11/30/04
SUPPORTACTION	United States	Class 42	2948263	05/10/05
SUPPORTACTION	United States	Class 9	2951959	05/17/05
SUPPORTSOFT	United States	Class 42	2783201	11/11/03
SUPPORTSOFT	United States	Class 9	2799210	12/23/03
SUPPORTSOFT	United States	Class 42	2729784	6/24/03
SUPPORTTRIGGER	United States	Class 9	2952126	05/17/05
CoreOS	Canada	--	TMA544538	05/04/01
Core Networks	Canada	--	TMA529725	06/23/00
SupportSoft	Australia	Classes 9 & 42	926554	09/10/02
SupportSoft	Canada	Classes 9 & 42	TMA630673	01/20/05
SupportSoft	China	Class 9	3305346	02/21/06
SupportSoft	European Community	Classes 9 & 42	2685436	11/19/03
SupportSoft	Hong Kong	Class 9	B08573	06/26/03
SupportSoft	India	Class 9	1132499	09/11/02
SupportSoft	Japan	Classes 9 & 42	2003-084086	09/12/03
SupportSoft	Korea	Classes 9 & 42	0008894	12/17/03
SupportSoft	Malaysia	Class 9	02011248	09/12/02
SupportSoft	New Zealand	Class 9	994635	02/03/03
SupportSoft	Singapore	Class 9	TO2/14065C	07/01/03
SupportSoft	South Korea	Classes 9 & 42	4500088940000	12/17/03
SupportSoft	Taiwan	Class 9	01050454	05/16/01
SupportSoft	United Kingdom	Classes 9 & 42	2296798	10/11/02

SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT

TRADEMARK LICENSES

Trademark	Country	International Class No.	Date of Registration
NEXUS	United States	Class 9	Registered 04/27/2004