

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT (JUNIOR LIEN)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UNISYS CORPORATION		07/31/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	DEUTSCHE BANK TRUST COMPANY OF AMERICAS, AS COLLATERAL TRUSTEE
Street Address:	60 Wall Street
Internal Address:	MS-NYC60-2710
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	3114620	AIRCORE
Registration Number:	2665235	BAESCH COMPUTER CONSULTING "EXCELLENCE IN COMPUTER CONSULTING"
Registration Number:	2784068	BCC "EXCELLENCE IN TECHNOLOGY SOLUTIONS"
Registration Number:	0868166	BURROUGHS
Registration Number:	0868643	BURROUGHS
Registration Number:	0865591	BURROUGHS
Registration Number:	3381636	CLEARPATH
Registration Number:	3381635	CLEARPATH
Registration Number:	2083268	CLEARPATH
Registration Number:	1838568	ER MAPPER
Registration Number:	2928547	EXECUPOINT
Registration Number:	2310113	INFOCONNECT
Registration Number:	1963313	INFOIMAGE

OP \$665.00 3114620

Registration Number:	1727143	LINC
Registration Number:	1559781	MAPPER
Registration Number:	1265599	MAPPER
Registration Number:	3367240	SECURITY UNLEASHED
Registration Number:	3509516	SMARTSOURCE
Registration Number:	1135565	SPERRY
Registration Number:	2455513	UNISYS
Registration Number:	2455492	UNISYS
Registration Number:	1814066	UNISYS
Registration Number:	1759607	UNISYS
Registration Number:	1532743	UNISYS
Registration Number:	0515406	UNIVAC
Registration Number:	2855597	ZERO-GAP SECURITY PLANNING

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 714-540-1235
Email: ipdocket@lw.com
Correspondent Name: LATHAM & WATKINS LLP
Address Line 1: 650 Town Center Drive, 20th Floor
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	022411-1004
NAME OF SUBMITTER:	Kristin J. Azcona
Signature:	/kja/
Date:	08/27/2009

Total Attachments: 10
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of July 31, 2009 (as amended, restated or otherwise modified, the “**Trademark Security Agreement**”), among Unisys Corporation, Unisys PulsePoint Communications (together, the “**Grantors**”) and Deutsche Bank Trust Company Americas, as collateral trustee for the Secured Parties (in such capacity as collateral trustee, together with its successors and permitted assigns, the “**Collateral Trustee**”).

WITNESSETH:

WHEREAS, each Grantor is a party to a Junior Lien Pledge and Security Agreement dated as of July 31, 2009 (as amended, restated or otherwise modified, the “**Pledge and Security Agreement**”) among the Grantors, the Collateral Trustee and other parties thereto, pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and to induce the Secured Parties to enter into the Secured Debt Documents, each Grantor hereby agrees with the Collateral Trustee, as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest. Each Grantor hereby grants to the Collateral Trustee, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under all personal property of such Grantor, subject to the limitations set forth in Section 2.2 of the Pledge and Security Agreement, including, but not limited to the following, in each case whether now owned or existing or hereafter acquired, created or arising and wherever located:

(a) all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, including, but not limited to: (i) the registrations and applications listed on Schedule I hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due

and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the “**Trademarks**”); and

(b) any and all written agreements, licenses and covenants providing for the granting of any right in or to any Trademark (the “**Trademark Licenses**”) (including, without limitation, those items listed on Schedule I hereto).

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Trustee pursuant to this Trademark Security Agreement and the exercise of any right or remedy by such Collateral Trustee hereunder are subject to the provisions of the Collateral Trust Agreement, dated as of July 31, 2009, among the Company, the Guarantors from time to time party thereto, Deutsche Bank Trust Company Americas, as Trustee under the First Lien Indenture (as defined therein), Deutsche Bank Trust Company Americas, as Trustee under the Second Lien Indenture (as defined therein) and Deutsche Bank Trust Company Americas, as Collateral Trustee (as amended, supplemented, amended and restated or otherwise modified and in effect from time to time, the “**Collateral Trust Agreement**”). In the event of any conflict between the terms of the Collateral Trust Agreement and this Agreement, the terms of the Collateral Trust Agreement will govern. Furthermore, notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Trustee pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Trustee hereunder may be subject to the provisions of an ABL Intercreditor Agreement (as defined in the Collateral Trust Agreement). In the event of any conflict between the terms of an ABL Intercreditor Agreement and this Trademark Security Agreement, the terms of the ABL Intercreditor Agreement shall govern and control.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Trustee for the benefit of the Secured Parties pursuant to the Pledge and Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Trustee with respect to the security interest in the Trademarks and Trademark Licenses made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Recordation. This Trademark Security Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.


SECTION 5. Applicable Law. This Trademark Security 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 New York.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, 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.

UNISYS CORPORATION

By: 
Name: Scott A. Battersby
Title: Vice President and Treasurer

[Signature Page to Junior Lien Trademark Security Agreement – Unisys Corporation]

TRADEMARK
REEL: 004053 FRAME: 0880

IN WITNESS WHEREOF, 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.

UNISYS PULSEPOINT COMMUNICATIONS

By: 

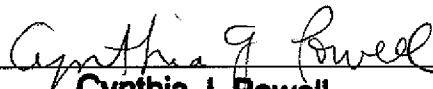
Name: Edward A. Sarkisian

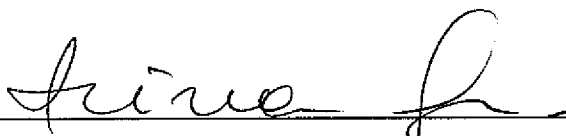
Title: Vice President and Treasurer

Accepted and Agreed:

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Collateral Trustee

By: DEUTSCHE BANK NATIONAL TRUST COMPANY

By: 
Name: **Cynthia J. Powell**
Title: **Vice President**

By: 
Name: **Irina Golovashchuk**
Title: **Assistant Vice President**


SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

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TRADEMARK
REEL: 004053 FRAME: 0883

SCHEDULE I
to
JUNIOR TRADEMARK SECURITY AGREEMENT

U.S. Registered Trademarks
Owner: Unisys Corporation

Trademark	Database	Status	Application No. Application Date	Registration No. Registration Date
AIRCORE	U.S. Federal	REGISTERED	76546230 08-SEP-2003	3114620 11-JUL-2006
BAESCH COMPUTER CONSULTING "EXCELLENCE IN COMPUTER CONSULTING" 	U.S. Federal	REGISTERED	76102795 04-AUG-2000	2665235 24-DEC-2002
BCC "EXCELLENCE IN TECHNOLOGY SOLUTIONS" 	U.S. Federal	REGISTERED	76473100 06-DEC-2002	2784068 18-NOV-2003
BURROUGHS	U.S. Federal	RENEWED (REGISTERED)	72289078 18-JAN-1968	0868166 15-APR-1969
BURROUGHS	U.S. Federal	RENEWED (REGISTERED)	72289077 18-JAN-1968	0868643 29-APR-1969
BURROUGHS	U.S. Federal	RENEWED (REGISTERED)	72288674 12-JAN-1968	0865591 04-MAR-1969
CLEARPATH	U.S. Federal	REGISTERED	77246184 03-AUG-2007	3381636 12-FEB-2008
CLEARPATH	U.S. Federal	REGISTERED	77246160 03-AUG-2007	3381635 12-FEB-2008
CLEARPATH	U.S. Federal	RENEWED (REGISTERED)	75058689 07-FEB-1996	2083268 29-JUL-1997
ER MAPPER	U.S. Federal	RENEWED (REGISTERED)	74191591 05-AUG-1991	1838568 07-JUN-1994
EXECUPOINT	U.S. Federal	REGISTERED	76546218 08-SEP-2003	2928547 01-MAR-2005
INFOCONNECT	U.S. Federal	REGISTERED	74276023 14-MAY-1992	2310113 25-JAN-2000
INFOIMAGE	U.S. Federal	RENEWED (REGISTERED)	74662601 17-APR-1995	1963313 19-MAR-1996
LINC	U.S. Federal	RENEWED (REGISTERED)	74126400 17-DEC-1990	1727143 27-OCT-1992

Trademark	Database	Status	Application No. Application Date	Registration No. Registration Date
MAPPER	U.S. Federal	REGISTERED	73742691 28-JUL-1988	1559781 10-OCT-1989
MAPPER	U.S. Federal	RENEWED (REGISTERED)	73360861 21-APR-1982	1265599 31-JAN-1984
SECURITY UNLEASHED	U.S. Federal	REGISTERED	78973434 13-SEP-2006	3367240 08-JAN-2008
SMARTSOURCE	U.S. Federal	REGISTERED	77195296 01-JUN-2007	3509516 30-SEP-2008
SPERRY	U.S. Federal	RENEWED (REGISTERED) Section 2(F)	73092418 06-JUL-1976	1135565 20-MAY-1980
UNISYS UNISYS	U.S. Federal	REGISTERED	76079623 28-JUN-2000	2455513 29-MAY-2001
UNISYS	U.S. Federal	REGISTERED	76076774 26-JUN-2000	2455492 29-MAY-2001
UNISYS UNISYS	U.S. Federal	RENEWED (REGISTERED)	74313811 14-SEP-1992	1814066 28-DEC-1993
UNISYS UNISYS	U.S. Federal	RENEWED (REGISTERED)	74274199 11-MAY-1992	1759607 23-MAR-1993
UNISYS	U.S. Federal	REGISTERED	73627610 30-OCT-1986	1532743 04-APR-1989
UNIVAC	U.S. Federal	RENEWED (REGISTERED)	71553827 05-APR-1948	0515406 20-SEP-1949
ZERO-GAP SECURITY PLANNING	U.S. Federal	REGISTERED	76468437 08-NOV-2002	2855597 22-JUN-2004

U.S. Trademark Application Pending
Owner: Unisys Corporation

Trademark	Database	Status	Application No. Application Date	Registration No. Registration Date
VUCORE	U.S. Federal	PUBLISHED (PENDING) Intent to Use	77033971 01-NOV-2006	

State Registered Trademarks
Owner: Unisys Corporation

Trademark	Database	Status	Registration No. Registration Date
AQUANTA	U.S. State	REGISTERED PR	44339 31-MAR-2000

Trademark	Database	Status	Registration No. Registration Date
E@ACTION	U.S. State	REGISTERED PR	47548 31-MAY-2001
E@CTION	U.S. State	REGISTERED PR	47549 31-MAY-2001
E@CTION	U.S. State	REGISTERED PR	47551 31-MAY-2001
E@CTION	U.S. State	REGISTERED PR	47552 31-MAY-2001
E-@CTION	U.S. State	REGISTERED PR	47551 30-JUN-2001
E-@CTION	U.S. State	REGISTERED PR	47549 30-JUN-2001
E-@CTION	U.S. State	REGISTERED PR	47550 30-APR-2001
E-@CTION	U.S. State	REGISTERED PR	47547 30-APR-2001
EL BAYAMON STAR	U.S. State	REGISTERED PR	42364 30-NOV-1999
EL CAROLINA STAR	U.S. State	REGISTERED PR	42367 30-NOV-1999
EL FAJARDO STAR	U.S. State	REGISTERED PR	42365 30-NOV-1999
EL HUMACAO STAR	U.S. State	REGISTERED PR	42369 30-NOV-1999
POWERCLIENT	U.S. State	REGISTERED PR	42303 30-NOV-1999
POWERCLIENT	U.S. State	REGISTERED PR	42302 30-NOV-1999
THE STAR	U.S. State	REGISTERED PR	42366 30-NOV-1999

U.S. Registered Trademarks
Owner: Unisys PulsePoint Communications

Trademark	Database	Status	Application No. Application Date	Registration No. Registration Date
UNIVOX	U.S. Federal	RENEWED (REGISTERED)	73791573 04-APR-1989	1587748 20-MAR-1990