

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
Servigistics, Inc.		09/30/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, LLC, as Agent
Street Address:	2450 Colorado Avenue, Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2668475	CLICK COMMERCE
Registration Number:	2526254	MULTI-TIERED E-TRADING COMMUNITIES
Registration Number:	2558029	WEBRIDGE
Registration Number:	2917620	
Registration Number:	2851035	OPLET
Registration Number:	2569870	WORLDCHAIN
Registration Number:	2668474	CLICK COMMERCE
Registration Number:	2693791	XELUSEXTEND
Registration Number:	2621990	XELUSLINK
Registration Number:	2693790	XELUSPLAN
Registration Number:	2693792	XELUSTRADE
Registration Number:	2700906	XELUSVIA
Registration Number:	2628266	YOU CAN'T DO E-BUSINESS WITHOUT US.
Registration Number:	2774644	YOU CAN'T DO E-BUSINESS WITHOUT US.

CH \$365.00 2668475

CORRESPONDENCE DATA

Fax Number: (866)459-2899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 800-846-3190
Email: oleh.hereliuk@federalresearch.com
Correspondent Name: Federal Research
Address Line 1: 1023 15th St., NW, Suite 401
Address Line 2: Attn: Oleh Hereliuk
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:	John Flynn
Signature:	/JF/
Date:	10/29/2009

Total Attachments: 12
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 30th day of September, 2009, by and among the Grantor listed on the signature pages hereof ("Grantor"), and **WELLS FARGO FOOTHILL, LLC**, a Delaware limited liability company ("WFF"), in its capacity as arranger and administrative agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and permitted assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Servigistics, LLC, as parent ("Parent"), Servigistics, Inc., a Delaware corporation ("Servigistics"), Servigistics SNS, Inc., a Delaware corporation ("SNS INC"), Servigistics Pricing Services, Inc., a Virginia corporation ("Pricing" and together with Servigistics and SNS INC, each a "Borrower", and individually and collectively, jointly and severally, the "Borrowers"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and permitted assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement, dated as of September 30, 2009 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including

right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the 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 incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor, in each case, after written notice to Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CONSTRUCTION. This Copyright Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and

intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash (or, in the case of Letters of Credit or Bank Products, providing Letter of Credit Collateralization or Bank Product Collateralization, as applicable) of all Secured Obligations other than unasserted contingent indemnification Secured Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and that are not required by the provisions of this Trademark Security Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record.

8. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

9. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.

10. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

11. IF ANY ACTION OR PROCEEDING IS FILED IN A COURT OF THE STATE OF CALIFORNIA BY OR AGAINST ANY PARTY HERETO IN CONNECTION WITH ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS TRADEMARK SECURITY AGREEMENT OR ANY DOCUMENT RELATED HERETO AND EACH PARTY HERETO OR THERETO DOES NOT SUBSEQUENTLY WAIVE IN AN EFFECTIVE MANNER UNDER CALIFORNIA LAW ITS RIGHT TO A TRIAL BY JURY, (a) THE COURT SHALL, AND IS HEREBY DIRECTED TO, MAKE A GENERAL REFERENCE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638 TO A REFEREE OR REFEREES TO HEAR AND DETERMINE ALL OF THE ISSUES IN SUCH ACTION OR PROCEEDING (WHETHER OF FACT OR OF LAW) AND TO REPORT A STATEMENT OF DECISION, PROVIDED THAT ANY SUCH ISSUES PERTAINING TO A "PROVISIONAL REMEDY" AS DEFINED IN CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 1281.8 SHALL BE HEARD AND DETERMINED BY THE COURT, AND (b) GRANTOR

SHALL BE SOLELY RESPONSIBLE TO PAY ALL FEES AND EXPENSES OF ANY REFEREE APPOINTED IN SUCH ACTION OR PROCEEDING.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the 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.

GRANTOR:

SERVIGISTICS, INC.,
a Delaware corporation

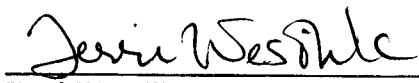
By: Robb Warwick
Name: Robb Warwick
Title: Chief Financial Officer

[Signature page to Trademark Security Agreement]

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AGENT:

WELLS FARGO FOOTHILL, LLC,
a Delaware limited liability company,
as Agent

By: 
Name: Terri Wesolik
Title: Vice President

[Signature page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application No./Date	Registration No./Date
Servigistics, Inc.	United States	CLICK COMMERCE	76/312612	2668475
			13-Sep-01	31-Dec-02
Servigistics, Inc.	United States	MULTI-TIERED E- TRADING COMMUNITIES	75/822359	2526254
			14-Oct-99	1-Jan-02
Servigistics, Inc.	Australia	OPTUM	782697	782697
			11-Jan-09	11-Jan-09
Servigistics, Inc.	European Community	OPTUM	268151	268151
			11-Jun-96	18-Mar-99
Servigistics, Inc.	New Zealand	OPTUM	303744	303744
			11-Jan-99	3-Sep-99
Servigistics, Inc.	United States	WEBRIDGE	76/058413	2558029
			25-May-00	9-Apr-02
Servigistics, Inc.	European Community	WEBRIDGE (Stylized)	1600543	1600543
			10-Apr-00	10-Jul-01
Servigistics, Inc.	Canada	X (Logo)	1082727	TMA598605
			15-Nov-00	6-Jan-04
Servigistics, Inc.	United States	X (Logo)	76/075790	2917620
			22-Jun-00	11-Jan-05
Servigistics, Inc.	Canada	XELUS	1077507	TMA605694
			5-Oct-00	18-Mar-04
Servigistics, Inc.	China	XELUS	2000155103	1674412
			8-Oct-00	28-Nov-01
Servigistics, Inc.	China	XELUS	2000155104	1945559
			8-Oct-00	28-Aug-02
Servigistics, Inc.	China	XELUS	2000155105	1764354
			8-Oct-00	7-May-02
Servigistics,	Canada	XELUSEXTEND	108721200	TMA602163

Grantor	Country	Mark	Application No./Date	Registration No./Date
Inc.			22-Dec-00	13-Feb-04
Servigistics, Inc.	European Community	XELUSEXTEND	1883651 2-Oct-00	1883651 22-Nov-01
Servigistics, Inc.	Canada	XELUSLINK	108721300 22-Dec-00	TMA602196 13-Feb-04
Servigistics, Inc.	European Community	XELUSLINK	1882349 2-Oct-00	1882349 19-Dec-01
Servigistics, Inc.	Canada	XELUSPLAN	108721000 22-Dec-00	TMA616460 9-Aug-04
Servigistics, Inc.	European Community	XELUSPLAN	1882380 2-Oct-00	1882380 5-Mar-02
Servigistics, Inc.	Canada	XELUSTRADE	108272800 15-Nov-00	TMA597599 16-Dec-03
Servigistics, Inc.	European Community	XELUSTRADE	2015865 22-Dec-00	2015865 4-Feb-02
Servigistics, Inc.	Canada	XELUSVIA	108721100 22-Dec-00	TMA602372 17-Feb-04
Servigistics, Inc.	European Community	XELUSVIA	1883602 2-Oct-00	1883602 22-Nov-01

"As is" Trademarks (not maintained)

Grantor	Country	Mark	Application No./Application Date	Registration No./Registration Date
Servigistics, Inc.	Canada	JDOC		525726
Servigistics, Inc.	United States of America	OPLET		2851035
Servigistics, Inc.	European Community	WORLDCHAIN	2351252 23-Aug-01	2351252 10-Oct-03

Servigistics, Inc.	China	WORLDCHAIN		1991538 20-Dec-02
Servigistics, Inc.	Japan	WORLDCHAIN		4704848 29-Aug-03
Servigistics, Inc.	Singapore	WORLDCHAIN		T01/13453F 24-Apr-01
Servigistics, Inc.	South Korea	WORLDCHAIN		4193522 28-Sep-01
Servigistics, Inc.	Taiwan	WORLDCHAIN		1019809 16-Oct-02
Servigistics, Inc.	United States of America	WORLDCHAIN	76245792 24 Apr-01	2569870 14-May-02
Servigistics, Inc.	Argentina	XELUS		1868296
Servigistics, Inc.	Argentina	XELUS		1868297
Servigistics, Inc.	Argentina	XELUS		1868298
Servigistics, Inc.	Australia	XELUS		850360
Servigistics, Inc.	Brazil	XELUS	823189260	
Servigistics, Inc.	Brazil	XELUS	823189279	
Servigistics, Inc.	Brazil	XELUS	823189287	
Servigistics, Inc.	Columbia	XELUS		243614
Servigistics, Inc.	Columbia	XELUS		243615
Servigistics, Inc.	Columbia	XELUS		287774
Servigistics, Inc.	European Community	XELUS		1847771
Servigistics, Inc.	Mexico	XELUS		773917

Inc.				
Servigistics, Inc.	Mexico	XELUS		714106
Servigistics, Inc.	Mexico	XELUS		730972
Servigistics, Inc.	Mexico	XELUS		750487
Servigistics, Inc.	New Zealand	XELUS		623389
Servigistics, Inc.	New Zealand	XELUS		623390
Servigistics, Inc.	New Zealand	XELUS		623391
Servigistics, Inc.	Norway	XELUS		210786
Servigistics, Inc.	Singapore	XELUS		T00/16562D
Servigistics, Inc.	Singapore	XELUS		T00/16561F
Servigistics, Inc.	Singapore	XELUS		T00/16563B
Servigistics, Inc.	South Korea	XELUS		523208
Servigistics, Inc.	South Korea	XELUS		77643
Servigistics, Inc.	South Korea	XELUS		86102
Servigistics, Inc.	Switzerland	XELUS		489969
Servigistics, Inc.	Taiwan	XELUS		164538
Servigistics, Inc.	Taiwan	XELUS		157140
Servigistics, Inc.	United States	CLICK COMMERCE (Design & Word Mark)		2668474

Inc.				
Servigistics, Inc.	United States	XELUSEXTEND		2693791
Servigistics, Inc.	United States	XELUSLINK		2621990
Servigistics, Inc.	United States	XELUSPLAN		2693790
Servigistics, Inc.	United States	XELUSTRADE		2693792
Servigistics, Inc.	United States	XELUSVIA		2700906
Servigistics, Inc.	United States	YOU CAN'T DO E-BUSINESS WITHOUT US (Stylized)		2628266
Servigistics, Inc.	United States	YOU CAN'T DO E-BUSINESS WITHOUT US (Stylized)		2774644

Trademark Licenses