TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DATATEL, INC.		12/10/2009	CORPORATION: VIRGINIA

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
Street Address:	ELEVEN MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	CORPORATION: SWITZERLAND

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3333874	THE DATATEL CENTER FOR INSTITUTIONAL EFFECTIVENESS
Registration Number:	3333877	DATATEL THE DATATEL CENTER FOR INSTITUTIONAL EFFECTIVENESS
Registration Number:	3333876	THE DATATEL CENTER FOR INSTITUTIONAL EFFECTIVENESS
Registration Number:	3333878	DATATEL THE DATATEL CENTER FOR INSTITUTIONAL EFFECTIVENESS
Registration Number:	3179234	DATATEL
Registration Number:	2989646	COLLEAGUE
Registration Number:	2989648	COLLEAGUE
Registration Number:	2892610	ACTIVECAMPUS
Registration Number:	1628728	DATATEL
Registration Number:	2327603	TECHNOLOGY WORKING FOR PEOPLE
Registration Number:	2722826	THE CENTER FOR INSTITUTIONAL EFFECTIVENESS
Registration Number:	2722828	THE CENTER FOR INSTITUTIONAL EFFECTIVENESS

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Registration Number:	2752191	THE CENTER FOR INSTITUTIONAL EFFECTIVENESS
Registration Number:	2752192	THE CENTER FOR INSTITUTIONAL EFFECTIVENESS

CORRESPONDENCE DATA

Fax Number: (646)848-4455

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

Phone: 212-848-4455

Email: jlik@shearman.com

Correspondent Name: Gloria Jung

Address Line 1: 599 Lexington Avenue

Address Line 2: Shearman & Sterling LLP

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	35610/12850
NAME OF SUBMITTER:	GLORIA JUNG
Signature:	/GLORIA JUNG/
Date:	12/11/2009

Total Attachments: 7

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "IP Security Agreement"), dated as of December 10, 2009, by and between the Person listed on the signature pages hereof (the "Grantor"), and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as second lien collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, the "Collateral Agent").

A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the Second Lien Security Agreement, dated as of December 10, 2009 (the "Second Lien Security Agreement"), among DUKE INVESTMENT HOLDING CORP., a Delaware corporation ("Holdings"), DUKE MERGER CORP., a Delaware corporation (which on the Closing Date shall be merged with and into DATATEL HOLDINGS, INC., a Delaware corporation, which, in turn, shall be merged with and into DATATEL, INC., a Virginia corporation (the "Company"), with the Company surviving such merger as the borrower, the "Borrower"), each of the subsidiaries of the Borrower listed on Annex A thereto (each such subsidiary, individually, a "Subsidiary Grantor" and, collectively, the "Subsidiary Grantors"; and, together with Holdings and the Borrower, collectively, the "Grantors"), and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as second lien collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, the "Collateral Agent").

B. The rules of construction and other interpretive provisions specified in Sections 1.2, 1.5, 1.6 and 1.7 of the Second Lien Credit Agreement shall apply to this Supplement, including terms defined in the preamble and recitals hereto.

C. Pursuant to Section 4.4(e) of the Second Lien Security Agreement, Grantor has agreed to execute or otherwise authenticate this IP Security Agreement for recording the Security Interest granted under the Second Lien Security Agreement to the Collateral Agent in such Grantor's United States Registered Intellectual Property with the United States Patent and Trademark Office and the United States Copyright Office and any other Governmental Authorities located in the United States necessary to perfect the Security Interest hereunder in such Registered Intellectual Property.

Accordingly, the Collateral Agent and Grantor agree as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the United States Trademark registrations and applications, United States Patent registrations and applications and United States Copyright registrations and applications set forth in Schedule A hereto (collectively, the "Collateral").

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SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by Grantor under this IP Security Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed to the Collateral Agent or the Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving Grantor.

SECTION 3. Recordation. Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable governmental officer located in the United States record this IP Security Agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Second Lien Security Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Second Lien Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Second Lien Security Agreement, the terms of the Second Lien Security Agreement shall govern.

SECTION 5. Counterparts. This IP Security Agreement may be executed by one or more of the parties to this IP Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission (i.e. a "pdf" or "tif")), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. GOVERNING LAW. THIS IP SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. Any provision of this IP Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Second Lien Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 13.2 of the Second Lien Credit Agreement. All communications and notices hereunder to Grantor shall be given to it in care of the Borrower at the Borrower's address set forth in Section 13.2 of the Second Lien Credit Agreement.

SECTION 9. Expenses. Grantor agrees to reimburse the Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this IP Security

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Agreement, including the reasonable and documented fees, other charges and disbursements of counsel for the Collateral Agent.

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IN WITNESS WHEREOF, Grantor and the Collateral Agent have duly executed this IP Security Agreement as of the day and year first above written.

DATATEL, INC.,
as Grantor

By: _____
Name: Kevin M. Boyce
Title: Chief Financial Officer

SCHEDULE A TO THE
SECOND LIEN INTELLECTUAL PROPERTY
SECURITY AGREEMENT

UNITED STATES TRADEMARKS/UNITED STATES PATENTS/
UNITED STATES COPYRIGHTS

A. UNITED STATES COPYRIGHTS

Registered Owner/Grantor	Title	Registration Number
Datatel, Inc.	Envision tool kit programming fundamentals learning guide	TXu001233102
Datatel, Inc.	Envision tool kit programming fundamentals learning guide	TXu001233103
Datatel, Inc.	Envision batch and report processing learning guide	TXu001233104
Datatel, Inc.	S.CREATE.AR.RCPT	TXu001239422
LiquidMatrix Corporation	ActiveCampus active admissions v1.9 computer program	TXu001105764
LiquidMatrix Corporation	ActiveCampus active athletics v1.9 computer program	TXu001107365
LiquidMatrix Corporation	ActiveCampus active alumni v1.9 computer program /	TXu001107468
LiquidMatrix Corporation	ActiveCampus active athletics v1.8 user's guide	TXu001116533
LiquidMatrix Corporation	ActiveCampus content management system v1.9 product specifications and user guide	TXu001120438
LiquidMatrix Corporation	ActiveCampus content management system 1.9 computer program	TXu001123073
LiquidMatrix Corporation	ActiveCampus active alumni v1.8 product specifications and user guide /	TXu001143135
LiquidMatrix Corporation	ActiveCampus active admissions v1.9 product specifications and user guide	TXu001154761

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B. UNITED STATES PATENTS

None.

C. UNITED STATES TRADEMARKS

Registered Trademarks

Registered Owner/Grantor	Title	Registration Number	Registration Date
Datatel, Inc.	THE DATATEL CENTER FOR INSTITUTIONAL EFFECTIVENESS	3,333,874	11/13/2007
Datatel, Inc.	DATATEL THE DATATEL CENTER FOR INSTITUTIONAL EFFECTIVENESS DATATEL	3,333,877	11/13/2007
Datatel, Inc.	THE DATATEL CENTER FOR INSTITUTIONAL EFFECTIVENESS	3,333,876	11/13/2007
Datatel, Inc.	DATATEL THE DATATEL CENTER FOR INSTITUTIONAL EFFECTIVENESS DATATEL	3,333,878	11/13/2007
Datatel, Inc.	DATATEL DATATEL	3,179,234	12/5/2006
Datatel, Inc.	COLLEAGUE	2,989,646	8/30/2005
Datatel, Inc.	COLLEAGUE	2,989,648	8/30/2005
LiquidMatrix Corp.	ACTIVECAMPUS	2,892,610	10/12/2004

Registered Owner/Grantor	Title	Registration Number	Registration Date
Datatel, Inc.	DATATEL	1,628,728	12/18/1990
LiquidMatrix Corp.	ACTIVEATHLETICS	R30191	7/10/2003
LiquidMatrix Corp.	ACTIVEALUMNI	R30189	7/10/2003
LiquidMatrix Corp.	ACTIVEADMISSIONS	R30190	7/10/2003
LiquidMatrix Corp.	LIQUIDMATRIX	S17698	10/15/2001
LiquidMatrix Corp.	MAKING YOUR .EDU WORK FOR YOU	S17699	10/15/2001
LiquidMatrix Corp.	ACTIVECAMPUS	R29780	10/15/2001
Datatel, Inc.	TECHNOLOGY WORKING FOR PEOPLE	2,327,603	3/14/2003
Datatel, Inc.	THE CENTER FOR INSTITUTIONAL EFFECTIVENESS	2,722,826	6/3/2003
Datatel, Inc.	THE CENTER FOR INSTITUTIONAL EFFECTIVENESS	2,722,828	6/3/2003
Datatel, Inc.	THE CENTER FOR INSTITUTIONAL EFFECTIVENESS	2,752,191	9/19/2003
Datatel, Inc.	THE CENTER FOR INSTITUTIONAL EFFECTIVENESS	2,752,192	9/19/2003