

## 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
Newpoint Technologies, Inc.		03/05/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	231 South LaSalle Street		
Internal Address:	IL1-231-08-30		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60697		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2328161	NEWPOINT	
Registration Number:	2328160	NEWPOINT	
Registration Number:	2325495	NEWPOINT COMPASS	
CORRESPONDENCE DATA			
Fax Number:	(704)444-8847		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	704-344-2260		
Email:	ksaltrick@mcguirewoods.com		
Correspondent Name:	Rebecca S. Chaffin, Esq.		
Address Line 1:	201 North Tryon Street		
Address Line 2:	McGuireWoods LLP		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	4452178-0069		
NAME OF SUBMITTER:	Rebecca S. Chaffin, Esq.		

TRADEMARK

900157205

REEL: 004167 FRAME: 0929

OP \$90.00 2328161

Signature:	/Rebecca S. Chaffin/
Date:	03/16/2010
<b>Total Attachments: 6</b> source=INTEGRAL Trademark Security Agreement dated 03-05-10#page1.tif source=INTEGRAL Trademark Security Agreement dated 03-05-10#page2.tif source=INTEGRAL Trademark Security Agreement dated 03-05-10#page3.tif source=INTEGRAL Trademark Security Agreement dated 03-05-10#page4.tif source=INTEGRAL Trademark Security Agreement dated 03-05-10#page5.tif source=INTEGRAL Trademark Security Agreement dated 03-05-10#page6.tif	

**TRADEMARK SECURITY AGREEMENT**

**THIS TRADEMARK SECURITY AGREEMENT** dated as of March 5, 2010 (this "Copyright Security Agreement"), is made by **INTEGRAL SYSTEMS, INC.**, a Maryland corporation (the "Borrower"), **EACH OF THE UNDERSIGNED SUBSIDIARIES OF THE BORROWER AND EACH OTHER PERSON WHO SHALL BECOME A PARTY HERETO BY EXECUTION OF A SECURITY JOINDER AGREEMENT** (each a "Guarantor" and, together with the Borrower, collectively, the "Grantors"), in favor of **BANK OF AMERICA, N.A.**, in its capacity as Administrative Agent (the "Administrative Agent") for the Secured Parties (as defined in the Security Agreement referenced below; all capitalized terms used but not defined herein shall have the meanings given to such terms in such Security Agreement).

**RECITALS:**

A. The Borrower, certain Subsidiaries of the Borrower party thereto, each other person who shall become a party thereto by execution of a Security Agreement Joinder Agreement and the Administrative Agent, are party to a Security Agreement dated as of March 5, 2010 (as in effect on the date hereof, the "Security Agreement").

B. Pursuant to the Security Agreement, each Grantor has agreed to execute and deliver to the Administrative Agent this Trademark Security Agreement.

In order to induce the Secured Parties to from time to time make and maintain extensions of credit under the Credit Agreement and such Cash Management Agreements and Hedge Agreements, the parties hereto agree as follows:

1. **Grant of Security Interest in U.S. Trademark Collateral.** Schedule 1 attached hereto sets forth all U.S. Trademarks owned by the Grantors, and each Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all of its U.S. Trademarks and all proceeds thereof, which such security interest shall secure the Secured Obligations.

2. **Security Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the U.S. Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

3. **Termination.** Upon the payment in full of the Obligations and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the U.S. Trademarks under this Trademark Security Agreement.


4. **Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

*[Signature pages follow.]*

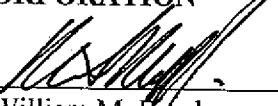
IN WITNESS WHEREOF, each Grantor has duly executed and delivered this Trademark Security Agreement as of the day and year first written above.

**GRANTORS:**


**INTEGRAL SYSTEMS, INC.**

By:   
Name: William M. Bambarger, Jr.  
Title: Chief Financial Officer

**AVTEC SYSTEMS, INC.  
NEWPOINT TECHNOLOGIES, INC.  
SAT CORPORATION**

By:   
Name: William M. Bambarger, Jr.  
Title: Chief Financial Officer

**CVG, INCORPORATED**

By:   
Name: Paul G. Casner, Jr.  
Title: President

Accepted and Agreed:

**BANK OF AMERICA, N.A.**  
as Administrative Agent

By: \_\_\_\_\_  
Name: George S. Carey  
Title: Assistant Vice President

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**GRANTORS:**

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By: \_\_\_\_\_  
Name: William M. Bambarger, Jr.  
Title: Chief Financial Officer

**AVTEC SYSTEMS, INC.  
NEWPOINT TECHNOLOGIES, INC.  
SAT CORPORATION**

By: \_\_\_\_\_  
Name: William M. Bambarger, Jr.  
Title: Chief Financial Officer

**CVG, INCORPORATED**

By: \_\_\_\_\_  
Name: Paul G. Casner, Jr.  
Title: President

Accepted and Agreed:

**BANK OF AMERICA, N.A.**  
as Administrative Agent

By: \_\_\_\_\_  
Name: George S. Carey  
Title: Assistant Vice President

**SCHEDULE 1**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**United States Trademark Registrations and Trademark Applications:**

<i>Exact Legal Name of Owner</i>	<i>Description of Intellectual Property</i>	<i>Country(ies) of Registration</i>	<i>Application or Registration Number(s)</i>	<i>Registration Office(s)</i>	<i>Application or Registration Date(s)</i>
<i>Trademarks and Trademark Applications</i>					
Integral Systems, Inc.	ABE	USA	2,408,731	USPTO	11/28/2000
Integral Systems, Inc.	SATID	USA	2,718,505	USPTO	5/27/2003
Avtec Systems, Inc.	ASSET	USA	74/175,322	USPTO	6/12/1991 Abandoned
Avtec Systems, Inc.	ASSET	USA	76/121,762	USPTO	9/1/2000 Abandoned
Avtec Systems, Inc.	AVTEC & Design	USA	74/634,081	USPTO	2/14/1995 Abandoned
Avtec Systems, Inc.	AVTEC SYSTEMS & Design	USA	74/634,080	USPTO	2/14/1995 Abandoned
Avtec Systems, Inc.	SYMBIONT NETWORKS	USA	76/072,259	USPTO	6/16/2000 Abandoned
CVG, Incorporated	ClearChannel	USA	78/965,930	USPTO	9/1/2006 Abandoned
Newpoint Technologies, Inc.	NEWPOINT	USA	2,328,161	USPTO	3/14/2000
Newpoint Technologies, Inc.	NEWPOINT & Design	USA	2,328,160	USPTO	3/14/2000
Newpoint Technologies, Inc.	NEWPOINT COMPASS	USA	2,325,495	USPTO	3/7/2000
SAT Corporation	MONICS	USA	2,673,042	USPTO	1/7/2003
SAT Corporation	MONICS-CSM	USA	2,698,507	USPTO	3/18/2003 Cancelled

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<i>Exact Legal Name of Owner</i>	<i>Description of Intellectual Property</i>	<i>Country(ies) of Registration</i>	<i>Application or Registration Number(s)</i>	<i>Registration Office(s)</i>	<i>Application or Registration Date(s)</i>
SAT Corporation	MONICSNET	USA	2,667,144	USPTO	12/24/2002 Cancelled
SAT Corporation	SAT-DSA	USA	3,597,999	USPTO	3/31/2009
SAT Corporation	SIGMON	USA	2,727,623	USPTO	6/17/2003
SAT Corporation	TELEMON	USA	2,664,043	USPTO	12/17/2002

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