

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |  |                        |                                     |
|----------------------------------|--|------------------------|-------------------------------------|
| <b>SUBMISSION TYPE:</b>          | NEW ASSIGNMENT   |                        |                                     |
| <b>NATURE OF CONVEYANCE:</b>     | Trademark Security Agreement and Collateral Assignment                               |                        |                                     |
| <b>CONVEYING PARTY DATA</b>      |  |                        |                                     |
| <b>Name</b>                      | <b>Formerly</b>  | <b>Execution Date</b>  | <b>Entity Type</b>                  |
| NEW CAM COMMERCE SOLUTIONS, LLC  |  | 03/31/2010             | LIMITED LIABILITY COMPANY: DELAWARE |
| <b>RECEIVING PARTY DATA</b>      |  |                        |                                     |
| <b>Name:</b>                     | CapitalSource Finance LLC  |                        |                                     |
| <b>Street Address:</b>           | 4445 Willard Avenue, 12th Floor  |                        |                                     |
| <b>City:</b>                     | Chevy Chase  |                        |                                     |
| <b>State/Country:</b>            | MARYLAND   |                        |                                     |
| <b>Postal Code:</b>              | 20815  |                        |                                     |
| <b>Entity Type:</b>              | LIMITED LIABILITY COMPANY: DELAWARE  |                        |                                     |
| <b>PROPERTY NUMBERS Total: 4</b> |  |                        |                                     |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>       |                                     |
| <b>Serial Number:</b>            | 76242972   | CAM COMMERCE SOLUTIONS |                                     |
| <b>Serial Number:</b>            | 75656474   | RETAIL STAR            |                                     |
| <b>Serial Number:</b>            | 75656472   | RETAIL ICE             |                                     |
| <b>Serial Number:</b>            | 74340845   | MICROBIZ               |                                     |
| <b>CORRESPONDENCE DATA</b>       |  |                        |                                     |
| <b>Fax Number:</b>               | (617)856-8201  |                        |                                     |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                        |                                     |
| <b>Phone:</b>                    | 617-856-8145   |                        |                                     |
| <b>Email:</b>                    | ip@brownrudnick.com  |                        |                                     |
| <b>Correspondent Name:</b>       | Mark S. Leonardo   |                        |                                     |
| <b>Address Line 1:</b>           | One Financial Center   |                        |                                     |
| <b>Address Line 2:</b>           | Brown Rudnick LLP  |                        |                                     |
| <b>Address Line 4:</b>           | Boston, MASSACHUSETTS 02111  |                        |                                     |
| <b>ATTORNEY DOCKET NUMBER:</b>   | 23324/93   |                        |                                     |

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|---|--------------------|
| NAME OF SUBMITTER:  | Mark S. Leonardo   |
| Signature:  | /Mark S. Leonardo/ |
| Date:   | 04/02/2010         |
| <b>Total Attachments: 6</b><br>source=OPUS-Trademark Security Agreement and Collateral Assignment#page1.tif<br>source=OPUS-Trademark Security Agreement and Collateral Assignment#page2.tif<br>source=OPUS-Trademark Security Agreement and Collateral Assignment#page3.tif<br>source=OPUS-Trademark Security Agreement and Collateral Assignment#page4.tif<br>source=OPUS-Trademark Security Agreement and Collateral Assignment#page5.tif<br>source=OPUS-Trademark Security Agreement and Collateral Assignment#page6.tif |                    |

**TRADEMARK SECURITY AGREEMENT**  
**AND COLLATERAL ASSIGNMENT**

**TRADEMARK SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT**, dated as of March 31, 2010 (this "Trademark Security Agreement"), made by and between **NEW CAM COMMERCE SOLUTIONS, LLC**, a Delaware limited liability company ("New CAM"), as a Credit Party and as a Grantor and each other grantor from time to time party hereto (New CAM and each other grantor from time to time party hereto, each, a "Grantor" and collectively, the "Grantors"), in favor of **CAPITALSOURCE FINANCE LLC**, a Delaware limited liability company, as administrative agent (the "Agent") for itself and certain other Lenders (as defined below).

**W I T N E S S E T H:**

**WHEREAS**, pursuant to the Credit Agreement dated as of May 19, 2009, as amended by that certain Consent and First Amendment to Credit Agreement dated as of the date hereof by and among the Grantors, the other Credit Parties from time to time party thereto, the Agent and the Lenders from time to time party thereto (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") and the Security Agreement(s) entered into pursuant thereto (as amended, supplemented or otherwise modified from time to time, individually and collectively, the "Security Agreement"), the Grantors have granted a security interest to Agent, for the benefit of itself and the Lenders, in, among other things, all right, title and interest of the Grantors in, to and under all of the Grantors' Trademarks and other Trademark Collateral (defined below), whether presently existing or hereafter arising or acquired as collateral security for the Obligations from time to time owing by the Credit Parties under the Credit Agreement; and

**WHEREAS**, each of the Grantors is the owner of the entire right, title and interest in, to and under such Grantor's respective Trademarks listed on Schedule 1 hereto.

**NOW, THEREFORE**, in consideration of the premises and to induce the Agent and Lenders to enter into the Credit Agreement, each of the Grantors hereby agrees with the Agent as follows:

**1. Defined Terms.**

(a) **Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Trademark Security Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

(b) **Other Definitional Provisions.**

(i) The words "hereof," "herein" and "hereunder" and words of similar import when used in this Trademark Security Agreement shall refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement, and section and paragraph references are to this Trademark Security Agreement unless otherwise specified.

(ii) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

**2. Grant of Security Interest.** To secure the prompt and complete payment when due and satisfaction of the Obligations, each Grantor hereby grants to Agent for the benefit of itself and the Lenders a security interest in all of Grantor's now existing or hereafter acquired or existing right, title

and interest in and to all trade secrets, know-how and other proprietary information, trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos, slogans, internet domain names, indicia and other source and/or business identifiers, prints and labels on which any of the foregoing have appeared or any time in the future appear (and all translations, adaptations, derivations and combinations of the foregoing), all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, and all proprietary rights in and to and research and development relating to the foregoing; all reissues, extensions or renewals of any of the foregoing; the entire goodwill of Grantor's business connected with and symbolized by the foregoing or the use thereof; all designs and general intangibles of a like nature and all proprietary rights in and to the foregoing, including, without limitation, each registration and application identified on Schedule 1 attached hereto and made a part hereof (collectively, the "Trademarks"); the right to sue for past, present and future infringements and all rights corresponding thereto and the entire goodwill of Grantor's business connected with and symbolized by the Trademarks and all products and proceeds of any and all of the foregoing, including without limitation, all income, license fees, fees, royalties and other payments at any time due or payable with respect to any of the foregoing (collectively and together with the Trademarks, the "Trademark Collateral"). The foregoing notwithstanding, the Trademark Collateral shall not include any intent-to-use trademark or service mark application filed on an "intent-to-use" basis until such time as a bona fide statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office.

3. **Security Agreement.** This Trademark Security Agreement has been executed and delivered by each Grantor for the purpose of recording the security interest of the Agent and Lenders in the Trademarks and other Trademark Collateral with the United States Patent and Trademark Office. The security interest and collateral assignment granted hereby has been granted as a supplement and ancillary to, and not in limitation of, the security interest granted to the Agent and Lenders under the Security Agreement. The Security Agreement (and all respective rights and remedies of the Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms. This Trademark Security Agreement is in addition to and not in lieu of the Trademark Security Agreement executed by the Borrower and certain other Credit Parties in favor of Agent and dated May 19, 2009.

4. **Collateral Assignment of Trademarks and Goodwill.** In addition to all other rights granted to the Agent and Lenders under the Credit Agreement, the Security Agreement and this Trademark Security Agreement, upon the occurrence and during the continuation of an Event of Default under the Credit Agreement, effective upon written notice by Agent to the Grantors referencing this Section 4 and the applicable Trademark Collateral (whether it be some or all of the Trademark Collateral), each Grantor shall be deemed to have sold, assigned, transferred and set over to the Agent for the benefit of itself and the other Lenders, such Grantor's entire right, title and interest in and to all of such Trademark Collateral including, without limitation, the applicable goodwill of such Grantor's business connected with and symbolized by its Trademarks.

5. **Representations and Warranties.** Each Grantor represents and warrants that (except as otherwise disclosed in the Credit Agreement and/or the Security Agreement):

- (a) each of the Trademarks identified on Schedule 1 hereto, has not been adjudicated unenforceable and, to the knowledge of Grantor, no claim has been made that the use of any of such Trademarks does or may violate the rights of any third person, in each case except as could not reasonably be expected to result, either individually or in the aggregate, in a Material Adverse Effect;

- (b) Grantor is the sole and exclusive owner of the entire right, title and interest in, under and to, free and clear of any liens, charges and encumbrances, each of the Trademarks identified on Schedule 1 hereto and owns or has a valid license or other right to use, free and clear of any liens, charges and encumbrances, the other Trademark Collateral;
- (c) Grantor has good and marketable title to, free and clear of all liens, charges and encumbrances, all of its respective Trademarks identified on Schedule 1 hereto and the other Trademark Collateral owned by Grantor; and
- (d) Grantor has the legal right and authority to enter into this Trademark Security Agreement and perform its terms.

6. **Termination; Release of Trademark Collateral.** This Trademark Security Agreement and all obligations of the Grantors and the Agent hereunder shall terminate on the date upon which the Obligations have been indefeasibly paid and satisfied in full in cash and all commitments and other obligations of the Agent and Lenders to the Borrower (other than Unasserted Obligations) have terminated without delivery of any instrument or performance of any act by any party. Upon termination of this Trademark Security Agreement, the Agent shall, on behalf of itself and each Lender, at the expense of the Grantors, take such actions as reasonably may be necessary to release its and the Lenders' security interest in and the collateral assignment of the Trademarks and the other Trademark Collateral including, without limitation, executing such documents as may be reasonably necessary to evidence such release and record such release with the United States Patent and Trademark Office, in each case, at the Grantors' sole cost and expense.

7. **Acknowledgement.** Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest and collateral assignment in the Trademarks and other Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any inconsistency between the terms of this Trademark Security Agreement and the terms of the Credit Agreement and Security Agreement, the terms of the Credit Agreement and Security Agreement shall govern.

8. **Binding Effect; Benefits.** This Trademark Security Agreement shall be binding upon the Grantors and their successors and assigns, and shall inure to the benefit of the Agent and Lenders and their successors and assigns.

9. **GOVERNING LAW.** THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAW.


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

SIGNATURE PAGE 1 OF 2 TO  
TRADEMARK SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT

**IN WITNESS WHEREOF**, the parties have caused this Trademark Security Agreement and Collateral Assignment to be executed by its duly authorized representatives as of the date first above written.

**GRANTORS:**

**NEW CAM COMMERCE SOLUTIONS,  
LLC**

By:   
By: \_\_\_\_\_

Name: Tad W. Piper

Title: Co-President and Chief Financial Officer  
c/o Robertson Piper Software Group, Inc.  
1500 Cardinal Drive, Little Falls, NJ 07424

Attention: Tad W. Piper

Telephone: (973)435-3636


FAX: (650) 475-8600

E-MAIL: twpiper@robertsonpiper.com

SIGNATURE PAGE 2 OF 2 TO  
TRADEMARK SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT

**AGENT:**

**CAPITALSOURCE FINANCE LLC**

By:   
Name: Christopher J. Blagg  
Title: Authorized Signatory  
4445 Willard Avenue, 12th Floor  
Chevy Chase, Maryland 20815  
Attention: Corporate Finance, Portfolio  
Manager  
Telephone: (301) 841-2700  
FAX: (301) 841-2366  
E-MAIL: [jgray@capitalsource.com](mailto:jgray@capitalsource.com)

**Schedule 1**

**Trademarks and Trademark Applications**

**NEW CAM COMMERCE SOLUTIONS, LLC**

| <b><u>Mark</u></b>     | <b><u>Serial No.</u></b> | <b><u>Registration No.</u></b> | <b><u>Filed</u></b> | <b><u>Issued</u></b> |
|------------------------|--------------------------|--------------------------------|---------------------|----------------------|
| Cam Commerce Solutions | 76242972                 | 2653640                        | April 17, 2001      | November 26, 2002    |
| Retail Star            | 75656474                 | 2452412                        | May 22, 2001        | May 22, 2001         |
| Retail Ice             | 75656472                 | 2449827                        | March 9, 1999       | May 8, 2001          |
| Microbiz               | 74340845                 | 1822099                        | December 17, 1992   | February 15, 1994    |

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