

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
Tradeware Global Corp.		04/12/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	383 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10179		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2297269	FIXLINK	
Registration Number:	3008597		
Registration Number:	3010637	TRADEWARE	
Registration Number:	3062181	TRADEWARE	
Registration Number:	3062182	TRADEWARE	
Registration Number:	3558949	TRADEWARE GLOBAL	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 455-7976		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Mindy M. Lok, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		

OP \$165.00 2297269

ATTORNEY DOCKET NUMBER:	509333/0071
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	04/16/2010
Total Attachments: 7 source=tradeware ip short form (executed)#page1.tif source=tradeware ip short form (executed)#page2.tif source=tradeware ip short form (executed)#page3.tif source=tradeware ip short form (executed)#page4.tif source=tradeware ip short form (executed)#page5.tif source=tradeware ip short form (executed)#page6.tif source=tradeware ip short form (executed)#page7.tif	

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), dated as of April 12, 2010 is made by Tradeware Global Corp., a Delaware corporation, located at 40 Wall Street, 36th Floor, New York, NY 10005 (the “Obligor”), in favor of JPMorgan Chase Bank, N.A., a national association, located at 383 Madison Avenue, 24th Floor, Attn: Ann B. Kerns, New York, NY 10179, as Administrative Agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Credit Agreement, dated as of November 23, 2005 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Sunshine Acquisition II, Inc., as Initial US Borrower, SS&C Technologies, Inc., a Delaware corporation and parent of Obligor (the “Surviving US Borrower”), SS&C Technologies Canada Corp., a Nova Scotia unlimited company (“CDN Borrower” and together with the Surviving US Borrower the “Borrowers”), the Lenders, the Agent, Bank of America, N.A., as Documentation Agent, and Wachovia Bank National Association, as Syndication Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, certain US Loan Parties have executed and delivered a Guarantee and Collateral Agreement, dated as of November 23, 2005, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Guarantee and Collateral Agreement”);

WHEREAS, the Obligor has executed and delivered an Assumption Agreement, dated as of April 12, 2010, in favor of the Agent in order to become a party to the Guarantee and Collateral Agreement as a Grantor thereunder with the same force and effect as if originally named therein as a Grantor.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Obligor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of Obligor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral 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 conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TRADEWARE GLOBAL CORP.

By: 

Name: Patrick J. Pedonti

Title: Vice President, Chief Financial Officer and Treasurer

JPMORGAN CHASE BANK, N.A.

as Administrative Agent for the Lenders

By: _____

Name:

Title:

[Grant of Security Interest in Trademark Rights]

ACKNOWLEDGMENT OF OBLIGOR

STATE OF CONNECTICUT)
) ss: Windsor
COUNTY OF HARTFORD)

On the 18th day of April, 2010 before me personally came Patrick J. Pedonti, who is personally known to me to be the Vice President, Chief Financial Officer & Treasurer of Tradeware Global Corp., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Vice President, Chief Financial Officer & Treasurer in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

CHERI LYNN FERRIS
NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 31, 2014

(PLACE STAMP AND SEAL ABOVE)

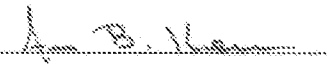
[Grant of Security Interest in Trademark Rights]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TRADEWARE GLOBAL CORP.

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By:  _____
Name:
Title: Ann B. Kerns
Vice President

[Grant of Security Interest in Trademark Rights]

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF New York)
COUNTY OF New York) ss

On the 12th day of April, 2010, before me personally came Ann B. Keiras, who is personally known to me to be the Vice President of JPMorgan Chase Bank, N.A., a national association; who, being duly sworn, did depose and say that she/he is the Vice President in such national association, the national association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such national association; and that she/he acknowledged said instrument to be the free act and deed of said national association.

Edeline C. Alderley
Notary Public
EDELINE C. ALDERLEY
NOTARY PUBLIC, STATE OF NEW YORK
NO. 04800008 QUALIFIED IN BRONX COUNTY
CERTIFICATE FILED IN NEW YORK COUNTY
MY COMMISSION EXPIRES SEPT. 3, 2010

(PLACE STAMP AND SEAL ABOVE)

[Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 004187 FRAME: 0613

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
FIXLINK	2297269
Tradeware Logo	3008597
Tradeware (plain font)	3010637
Tradeware (stylized font)	3062181
Tradeware Logo with Name	3062182
Tradeware Global	3558949

[Grant of Security Interest in Trademark Rights]