

**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               |
| Unisys Corporation        |  | 02/24/2010        | CORPORATION: PENNSYLVANIA |
| RECEIVING PARTY DATA      |  |                   |                           |
| Name:                     | Deutsche Bank  |                   |                           |
| Street Address:           | 100 Plaza One  |                   |                           |
| Internal Address:         | M/S: JCY03-0699  |                   |                           |
| City:                     | Jersey City  |                   |                           |
| State/Country:            | NEW JERSEY   |                   |                           |
| Postal Code:              | 07311  |                   |                           |
| Entity Type:              | TRUSTEE: NEW JERSEY  |                   |                           |
| PROPERTY NUMBERS Total: 1 |  |                   |                           |
| Property Type             | Number   | Word Mark         |                           |
| Serial Number:            | 77848449   | HEALTH PAS        |                           |
| CORRESPONDENCE DATA       |  |                   |                           |
| Fax Number:               | (215)986-3090  |                   |                           |
|                           | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                   |                           |
| Phone:                    | 2159864419   |                   |                           |
| Email:                    | tracey.cohen@unisys.com  |                   |                           |
| Correspondent Name:       | Robert P. Marley   |                   |                           |
| Address Line 1:           | Unisys Way   |                   |                           |
| Address Line 2:           | M/S: S1-108  |                   |                           |
| Address Line 4:           | Blue Bell, PENNSYLVANIA 19424  |                   |                           |
| ATTORNEY DOCKET NUMBER:   | TMCOMPLIANCE 12-31-09  |                   |                           |
| NAME OF SUBMITTER:        | Robert P. Marley   |                   |                           |
| Signature:                | /Robert P. Marley/   |                   |                           |

CH \$40.00 77848449

**900161655**

**TRADEMARK  
 REEL: 004201 FRAME: 0556**

Date:

05/07/2010

**Total Attachments: 28**

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February 24, 2010

By Federal Express

Kenneth R. Ring  
Vice President  
Deutsche Bank National Trust Co.  
Global Transaction Banking  
Trust & Securities Services  
100 Plaza One  
6th floor, MS JCY03-0699  
Jersey City, NJ 07311-3901

Re: Unisys Corporation – Indenture with respect to the 12 3/4% Senior Secured Notes due 2014 (the “First Lien Indenture”) and Indenture with respect to the 14 1/4% Senior Secured Notes due 2015 (the “Second Lien Indenture”), each dated as of July 31, 2009 among Unisys Corporation, the Guarantors party thereto and Deutsche Bank Trust Company Americas, as Trustee; Priority Lien Pledge and Security Agreement (the “Priority Security Agreement”) and Junior Lien Pledge and Security Agreement (the “Junior Security Agreement”), each dated as of July 31, 2009 among each of Unisys Corporation and the Other Grantors Party Thereto and Deutsche Bank Trust Company Americas, as Collateral Trustee

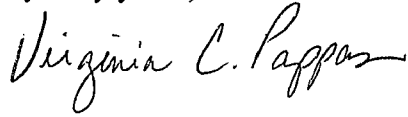
Dear Mr. Ring:

In accordance with Section 4.04(a) of each of the First Lien Indenture and the Second Lien Indenture, I am enclosing two Officers’ Certificates regarding the compliance by Unisys Corporation with the terms of such indentures during the fiscal year ended December 31, 2009.

In accordance with Section 4.3 of each of the Priority Security Agreement and the Junior Security Agreement, I am also enclosing two Patent Security Agreement Supplements and two Trademark Security Agreement Supplements covering the U.S. patents and trademarks in which Unisys Corporation acquired rights during the quarter ended December 31, 2009.

Please feel free to contact me at (215) 986-4058 if you have any questions.

Very truly yours,

A handwritten signature in cursive script that reads "Virginia C. Pappas".

Virginia C. Pappas  
Associate General Counsel

Cc: Deutsche Bank Trust Company Americas  
Attn: Trust and Securities Services

James G. Scantling, Esq.

UNISYS CORPORATION  
OFFICERS' CERTIFICATE

The undersigned, the Vice President and Treasurer and Assistant Treasurer, respectively, of Unisys Corporation, a Delaware corporation (the "Company"), each hereby certifies as follows pursuant to Section 4.04(a) of the Indenture with respect to the 12 3/4% Senior Secured Notes due 2014 (the "First Lien Indenture") dated as of July 31, 2009 among the Company, the Guarantors from time to time party thereto and Deutsche Bank Trust Company Americas, as Trustee. Capitalized terms that are not otherwise defined herein shall have the meanings set forth in the First Lien Indenture.

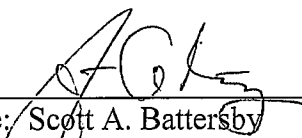
1. In the course of the performance by me of my duties as an officer of the Company, I would normally have knowledge of any Default or Event of Default under the First Lien Indenture.

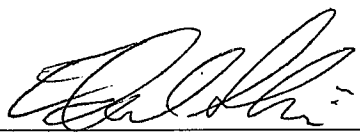
2. I do not know of any Default or Event of Default that occurred during the fiscal year ended December 31, 2009.

3. To the best of my knowledge, no event has occurred and remains in existence by reason of which payments on account of the principal of, premium on, if any, or interest, if any, on, the Notes is prohibited.

4. I have made such examination or investigation (including reading the relevant provisions of the First Lien Indenture and the other Secured Debt Documents) as is necessary to enable me to express an informed opinion with respect to the foregoing.

IN WITNESS WHEREOF, each of the undersigned has executed this Officer's Certificate as of the 24th day of February, 2010.

  
Name: Scott A. Battersby  
Title: Vice President and Treasurer

  
Name: Edward A. Sarkisian  
Title: Assistant Treasurer

UNISYS CORPORATION  
OFFICERS' CERTIFICATE

The undersigned, the Vice President and Treasurer and Assistant Treasurer, respectively, of Unisys Corporation, a Delaware corporation (the "Company"), each hereby certifies as follows pursuant to Section 4.04(a) of the Indenture with respect to the 14 1/4% Senior Secured Notes due 2015 (the "Second Lien Indenture") dated as of July 31, 2009 among the Company, the Guarantors from time to time party thereto and Deutsche Bank Trust Company Americas, as Trustee. Capitalized terms that are not otherwise defined herein shall have the meanings set forth in the Second Lien Indenture.

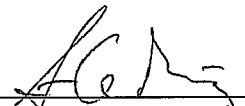
1. In the course of the performance by me of my duties as an officer of the Company, I would normally have knowledge of any Default or Event of Default under the Second Lien Indenture.


2. I do not know of any Default or Event of Default that occurred during the fiscal year ended December 31, 2009.

3. To the best of my knowledge, no event has occurred and remains in existence by reason of which payments on account of the principal of, premium on, if any, or interest, if any, on, the Notes is prohibited.

4. I have made such examination or investigation (including reading the relevant provisions of the Second Lien Indenture and the other Secured Debt Documents) as is necessary to enable me to express an informed opinion with respect to the foregoing.

IN WITNESS WHEREOF, each of the undersigned has executed this Officer's Certificate as of the 24th day of February, 2010.

  
\_\_\_\_\_  
Name: Scott A. Battersby  
Title: Vice President and Treasurer

  
\_\_\_\_\_  
Name: Edward A. Sarkisian  
Title: Assistant Treasurer

## PATENT SECURITY AGREEMENT SUPPLEMENT

Patent Security Agreement Supplement, dated as of February 24, 2010 (this "**Patent Security Agreement Supplement**"), between Unisys Corporation ("**Grantor**") and Deutsche Bank Trust Company Americas, as collateral trustee for the Secured Parties (in such capacity as collateral trustee, together with its successors and permitted assigns, the "**Collateral Trustee**").

### WITNESSETH:

WHEREAS, Grantor is a party to a Priority Lien Pledge and Security Agreement dated as of July 31, 2009 (as amended, restated, supplemented or otherwise modified, the "**Pledge and Security Agreement**") among Grantor, the Collateral Trustee and other parties thereto, pursuant to which Grantor executed and delivered that certain Patent Security Agreement dated as of July 31, 2009 (as amended, restated, supplemented or otherwise modified, the "Patent Security Agreement").

WHEREAS, pursuant to the Pledge and Security Agreement, Grantor has agreed to execute and deliver to the Collateral Trustee a supplement to the Patent Security Agreement covering any Collateral consisting of U.S. Patents and Patent Licenses in which Grantor acquires rights after the Original Issue Date, in appropriate form for recordation with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby agrees with the Collateral Trustee, as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest. Grantor hereby grants to the Collateral Trustee, for the ratable benefit of the Secured Parties, a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under the Patents and Patent Licenses listed on Schedule I hereto.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement Supplement is granted in conjunction with the security interest granted to the Collateral Trustee for the ratable benefit of the Secured Parties pursuant to the Pledge and Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Trustee with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Pledge and 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 Patent Security Agreement Supplement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Recordation. This Patent Security Agreement Supplement has been executed and delivered by Grantor for the purpose of recording the grant of

security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests the Commissioner of Patents and Trademarks to record this Agreement.

SECTION 5. Applicable Law. This Patent Security Agreement Supplement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and interpreted in accordance with, the laws of the State of New York.

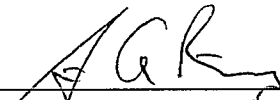
SECTION 6. Counterparts. This Patent Security Agreement Supplement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]



IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement Supplement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**UNISYS CORPORATION**

By:   
Name: Scott A. Battersby  
Title: Vice President and Treasurer

Accepted and Agreed:

**DEUTSCHE BANK TRUST COMPANY AMERICAS,**  
as Collateral Trustee

By: DEUTSCHE BANK NATIONAL TRUST COMPANY

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**SCHEDULE I**  
to  
**PATENT SECURITY AGREEMENT SUPPLEMENT**

U.S. Patents:

| PATENT NO. | APPLICATION NO. | TITLE  |
|------------|-----------------|--|
| 7,599,947  | 11/796014       | METHOD AND SYSTEM FOR CONVERTING HIERARCHICAL DATABASE SCHEMAS INTO RELATIONAL DATABASE SCHEMAS  |
| 7,599,949  | 10/836537       | DATABASE MANAGEMENT SYSTEM & METHOD FOR MAINTAINING A DATABASE IN A RANGE SENSITIVE MANNER   |
| 7,600,143  | 10/922214       | METHOD AND APPARATUS FOR VARIABLE DELAY DATA TRANSFER  |
| 7,603,672  | 10/744992       | PROGRAMMABLE REQUEST HANDLING SYSTEM & METHOD  |
| 7,613,797  | 10/549652       | REMOTE DISCOVERY AND SYSTEM ARCHITECTURE   |
| 7,613,949  | 11/490601       | FAULT ISOLATION METHOD AND SYSTEM  |
| 7,617,206  | 11/398929       | METHOD FOR ANALYZING STATUS OF SPECIALIZED TANK FILES WHICH STORE AND HANDLE LARGE OBJECTS   |
| 7,617,223  | 10/716287       | CONVERTING PHYSICAL ASPECTS OF COMMON WAREHOUSE MODEL TO ELEMENTS OF RELATIONAL DATABASE   |
| 7,624,405  | 11/156029       | MAINTAINING AVAILABILITY DURING CHANGE OF RESOURCE DYNAMIC LINK LIBRARY IN A CLUSTERED SYSTEM  |
| 7,627,587  | 10/671359       | METHOD FOR SPEEDING UP INFORMATION RETRIEVAL FOR DEEPLY NESTED OBJECT STORED IN THE DATABASE BY USING DIFFERING READ-WRITE GRANULARITY |
| 7,630,860  | 11/973145       | CONTROLLING PROCESS GROUP EXECUTION ELAPSED TIME THROUGH COMPONENT PERFORMANCE CONTROL   |
| 7,631,132  | 11/023137       | METHOD AND APPARATUS FOR PRIORITIZED TRANSACTION QUEUING   |
| 7,634,709  | 09/972490       | FAMILIAL CORRECTION WITH NON-FAMILIAL DOABLE BIT ERROR   |

U.S. Patent Applications

| DOCKET NO.  | APPLICATION NO. | TITLE   |
|-------------|-----------------|---|
| BB 033      | 12/639121       | ADAPTIVE VIRTUAL ENVIRONMENT MANAGEMENT SYSTEM  |
| BB 034      | 12/639125       | ADAPTIVE VIRTUAL ENVIRONMENT MANAGEMENT SYSTEM  |
| BB 035      | 12/639147       | ADAPTIVE VIRTUAL ENVIRONMENT MANAGEMENT SYSTEM  |
| MV 03-037 D | 12/575084       | CONVERTING PHYSICAL ASPECTS OF COMMON WAREHOUSE MODEL TO ELEMENTS OF RELATIONAL DATABASE                                    |
| MV 09-003   | 12/644095       | SECURE CUSTOM APPLICATION CLOUD COMPUTING ARCHITECTURE  |
| MV 09-004   | 12/643099       | METHOD AND SYSTEM FOR OFFLOADING PROCESSING TASKS TO A FOREIGN COMPUTING ENVIRONMENT  |
| MV 09-004 A | 12/643106       | METHOD AND SYSTEM FOR OFFLOADING PROCESSING TASKS TO A FOREIGN COMPUTING ENVIRONMENT  |
| RA 5693     | 12/641014       | SYSTEM AND METHOD FOR DETECTING AND RECOVERING FROM ERRORS IN AN INSTRUCTION STREAM OF AN ELECTRONIC DATA PROCESSING SYSTEM |
| RA 5838     | 12/623506       | INPUT/OUTPUT COMPLETION SYSTEM AND METHOD FOR A DATA PROCESSING PLATFORM  |
| RA 5887     | 12/605458       | MANAGING ALLOCATION AND DEALLOCATION OF STORAGE FOR DATA  |
| RA 5888     | 12/637928       | METHOD, APPARATUS, AND COMPUTER PROGRAM PRODUCT FOR GENERATING AUDIBLE ALERTS   |
| RA 5893     | 12/644517       | SYSTEMS, METHODS, AND COMPUTER PROGRAM PRODUCTS FOR MANAGING OBJECT ALERTS  |
| RA 5904     | 12/637851       | SYSTEM AND METHOD FOR PROVIDING A COMPUTER STANDBY NODE   |
| TN 414      | 12/640656       | UTILITIES FOR DERIVING VALUES AND INFORMATION FROM WITHIN AN INTERLOCKING TREES DATA STORE                                  |
| TN 492      | 12/631159       | METHOD AND APPARATUS FOR IMPROVING THE PERFORMANCE OF OBJECT-ORIENTED QUEUES  |
| TN 513      | 12/627481       | LOAD BALANCING AND FAILOVER OF GATEWAY DEVICES  |
| TN 517      | 12/636810       | SECURE FILE-BASED APPLICATION PROGRAMMING INTERFACE   |
| VA 009      | 12/643159       | DETERMINATION OF GRAPH CONNECTIVITY METRICS USING BIT-VECTORS   |
| VA 015 A    | 12/640380       | INDUSTRY STANDARDS MODELING SYSTEM  |
| VA 015 B    | 12/640410       | INDUSTRY STANDARDS MODELING SYSTEM  |

|          |           |   |
|----------|-----------|---|
| VA 015 C | 12/640433 | INDUSTRY STANDARDS MODELING SYSTEM                              |
| VA 015 D | 12/640475 | INDUSTRY STANDARDS MODELING SYSTEM                              |
| VA 017   | 12/644206 | METHOD AND SYSTEM FOR GENERATING VISUAL REPRESENTATIONS OF DATA |

Patent Licenses

[None]

## PATENT SECURITY AGREEMENT SUPPLEMENT

Patent Security Agreement Supplement, dated as of February 24, 2010 (this "**Patent Security Agreement Supplement**"), between Unisys Corporation ("**Grantor**") and Deutsche Bank Trust Company Americas, as collateral trustee for the Secured Parties (in such capacity as collateral trustee, together with its successors and permitted assigns, the "**Collateral Trustee**").

### WITNESSETH:

WHEREAS, Grantor is a party to a Junior Lien Pledge and Security Agreement dated as of July 31, 2009 (as amended, restated, supplemented or otherwise modified, the "**Pledge and Security Agreement**") among Grantor, the Collateral Trustee and other parties thereto, pursuant to which Grantor executed and delivered that certain Patent Security Agreement dated as of July 31, 2009 (as amended, restated, supplemented or otherwise modified, the "Patent Security Agreement").

WHEREAS, pursuant to the Pledge and Security Agreement, Grantor has agreed to execute and deliver to the Collateral Trustee a supplement to the Patent Security Agreement covering any Collateral consisting of U.S. Patents and Patent Licenses in which Grantor acquires rights after the Original Issue Date, in appropriate form for recordation with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby agrees with the Collateral Trustee, as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest. Grantor hereby grants to the Collateral Trustee, for the ratable benefit of the Secured Parties, a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under the Patents and Patent Licenses listed on Schedule I hereto.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement Supplement is granted in conjunction with the security interest granted to the Collateral Trustee for the ratable benefit of the Secured Parties pursuant to the Pledge and Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Trustee with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Pledge and 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 Patent Security Agreement Supplement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

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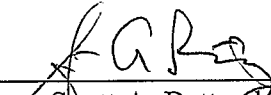
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[Remainder of page intentionally left blank]

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**UNISYS CORPORATION**

By:   
Name: Scott A. Battersby  
Title: Vice President and Treasurer



Accepted and Agreed:

**DEUTSCHE BANK TRUST COMPANY AMERICAS,**  
as Collateral Trustee

By: DEUTSCHE BANK NATIONAL TRUST COMPANY

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
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| BB 034      | 12/639125       | ADAPTIVE VIRTUAL ENVIRONMENT MANAGEMENT SYSTEM  |
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|          |           |   |
|----------|-----------|---|
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| VA 017   | 12/644206 | METHOD AND SYSTEM FOR GENERATING VISUAL REPRESENTATIONS OF DATA |

Patent Licenses

[None]

## TRADEMARK SECURITY AGREEMENT SUPPLEMENT

Trademark Security Agreement Supplement, dated as of February 24, 2010 (this "**Trademark Security Agreement Supplement**"), between Unisys Corporation ("**Grantor**") and Deutsche Bank Trust Company Americas, as collateral trustee for the Secured Parties (in such capacity as collateral trustee, together with its successors and permitted assigns, the "**Collateral Trustee**").

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NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby agrees with the Collateral Trustee, as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest. Grantor hereby grants to the Collateral Trustee, for the ratable benefit of the Secured Parties, a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under the Trademarks and Trademark Licenses listed on Schedule I hereto.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement Supplement is granted in conjunction with the security interest granted to the Collateral Trustee for the ratable benefit of the Secured Parties pursuant to the Pledge and Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Trustee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Pledge and 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 Supplement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Recordation. This Trademark Security Agreement Supplement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests the Commissioner of Patents and Trademarks to record this Agreement.


SECTION 5. Applicable Law. This Trademark Security Agreement Supplement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and interpreted in accordance with, the laws of the State of New York.

SECTION 6. Counterparts. This Trademark Security Agreement Supplement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement Supplement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**UNISYS CORPORATION**

By:   
Name: Scott A. Battersby  
Title: Vice President and Treasurer

Accepted and Agreed:

**DEUTSCHE BANK TRUST COMPANY AMERICAS,**  
as Collateral Trustee

By: DEUTSCHE BANK NATIONAL TRUST COMPANY

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:



**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT SUPPLEMENT**

U.S. Trademark Applications:

| APPLICATION<br>NO. | TRADEMARK |
|--------------------|-----------|
| 77848449           | HEALTHPAS |

Trademark Licenses

[None]

## TRADEMARK SECURITY AGREEMENT SUPPLEMENT

Trademark Security Agreement Supplement, dated as of February 24, 2010 (this "**Trademark Security Agreement Supplement**"), between Unisys Corporation ("**Grantor**") and Deutsche Bank Trust Company Americas, as collateral trustee for the Secured Parties (in such capacity as collateral trustee, together with its successors and permitted assigns, the "**Collateral Trustee**").

### WITNESSETH:

WHEREAS, Grantor is a party to a Junior Lien Pledge and Security Agreement dated as of July 31, 2009 (as amended, restated, supplemented or otherwise modified, the "**Pledge and Security Agreement**") among Grantor, the Collateral Trustee and other parties thereto, pursuant to which Grantor executed and delivered that certain Trademark Security Agreement dated as of July 31, 2009 (as amended, restated, supplemented or otherwise modified, the "Trademark Security Agreement").

WHEREAS, pursuant to the Pledge and Security Agreement, Grantor has agreed to execute and deliver to the Collateral Trustee a supplement to the Trademark Security Agreement covering any Collateral consisting of U.S. Trademarks and Trademark Licenses in which Grantor acquires rights after the Original Issue Date, in appropriate form for recordation with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby agrees with the Collateral Trustee, as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest. Grantor hereby grants to the Collateral Trustee, for the ratable benefit of the Secured Parties, a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under the Trademarks and Trademark Licenses listed on Schedule I hereto.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement Supplement is granted in conjunction with the security interest granted to the Collateral Trustee for the ratable benefit of the Secured Parties pursuant to the Pledge and Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Trustee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Pledge and 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 Supplement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Recordation. This Trademark Security Agreement Supplement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests the Commissioner of Patents and Trademarks to record this Agreement.

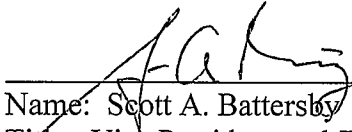
SECTION 5. Applicable Law. This Trademark Security Agreement Supplement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and interpreted in accordance with, the laws of the State of New York.

SECTION 6. Counterparts. This Trademark Security Agreement Supplement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement Supplement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**UNISYS CORPORATION**

By:   
Name: Scott A. Battersby  
Title: Vice President and Treasurer

Accepted and Agreed:

**DEUTSCHE BANK TRUST COMPANY AMERICAS,**  
as Collateral Trustee

By: DEUTSCHE BANK NATIONAL TRUST COMPANY

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT SUPPLEMENT**

U.S. Trademark Applications:

| APPLICATION<br>NO. | TRADEMARK |
|--------------------|-----------|
| 77848449           | HEALTHPAS |

Trademark Licenses

[None]