

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Deutsche Bank Trust Company Americas		04/30/2010	TRUSTEE: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Unisys Corporation		
Street Address:	Township Line and Meetings Road		
City:	Blue Bell		
State/Country:	PENNSYLVANIA		
Postal Code:	19424		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77848449	HEALTH PAS	
CORRESPONDENCE DATA			
Fax Number:	(704)805-5069		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7043432042		
Email:	jhunter@mcguirewoods.com		
Correspondent Name:	Jayne Conway Hunter		
Address Line 1:	201 North Tryon Street		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	BOFA - MOLINA		
NAME OF SUBMITTER:	Jayne Conway Hunter		
Signature:	/Jayne Conway Hunter/		
Date:	05/28/2010		

OP \$40.00 77848449

Total Attachments: 8

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**INTELLECTUAL PROPERTY
PRIORITY SECURITY RELEASE**

This INTELLECTUAL PROPERTY PRIORITY SECURITY RELEASE (the "*IP Priority Security Release*") dated _____, 2010 is made by DEUTSCHE BANK TRUST COMPANY AMERICAS, in its capacity as Collateral Trustee for the Secured Parties (in such capacity as Collateral Trustee, together with its successors and permitted assigns, the "*Collateral Trustee*"), in favor of UNISYS CORPORATION (the "*Company*"). All capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to those terms in the Priority Lien Pledge and Security Agreement (as defined below).

WHEREAS, the Company has entered into (i) a Priority Lien Pledge and Security Agreement dated as of July 31, 2009 (as amended, restated or otherwise modified, the "*Priority Pledge and Security Agreement*") with the Collateral Trustee and the other parties thereto, (ii) a Collateral Trust Agreement dated as of July 31, 2009 (as amended, restated or otherwise modified, the "*Collateral Trust Agreement*") with the Collateral Trustee and the other parties thereto and (iii) an Indenture dated as of July 31, 2009 (as amended, restated or otherwise modified, the "*Indenture*") with Deutsche Bank Trust Company Americas, as Trustee, and the other parties thereto;

WHEREAS, pursuant to the Priority Pledge and Security Agreement, the Company granted to the Collateral Trustee, for the ratable benefit of the Secured Parties, a security interest in and continuing lien on all of the Company's right, title and interest in, to and under all personal property of the Company, subject to the limitations set forth in Section 2.2 of the Priority Pledge and Security Agreement, including but not limited to the Trademark Application identified in Schedule A attached hereto and the Patent Application identified in Schedule B attached hereto (collectively, the "*Released Intellectual Property*");

WHEREAS, under Section 4.1(a)(2) of the Collateral Trust Agreement, the Collateral Trustee's security interest in the Collateral will be released as to any Collateral that is sold, transferred or otherwise disposed of by the Company to a Person that is not (either before or after such sale, transfer or disposition) the Company or a Restricted Subsidiary of the Company in a transaction or other circumstance that is not prohibited by either Section 4.10 of the First Lien Indenture or by the terms of any other applicable Priority Lien Documents (or, after the Discharge of Priority Lien Obligations, by the terms of any applicable Junior Lien Documents, including the Second Lien Indenture), at the time of such sale, transfer or other disposition or to the extent of the interest sold, transferred or otherwise disposed of;

WHEREAS, Section 4.1(a) of the Collateral Trust Agreement further provides that upon the request of the Company, the Collateral Trustee will execute any such documents as

provided by the Company and deliver evidence of such release to the Company in the form provided by the Company upon the delivery to the Collateral Trustee by the Company of an Officers' Certificate to the effect that such release of Collateral does not violate the terms of any Secured Debt Document;

WHEREAS, Unisys has delivered to the Collateral Agent an Officer's Certificate stating that the release of the Collateral Agent's security interest in certain Collateral identified therein, including the Released Intellectual Property, does not violate the terms of any Secured Debt Documents; and

WHEREAS, the Collateral Trustee therefore agrees to release its security interest in the Released Intellectual Property.

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Collateral Trustee and the Company hereby agree as follows:

SECTION 1. Release of Security Interest. The Collateral Trustee does hereby release and convey to the Company without recourse, representation or warranty of any kind, all of the Collateral Trustee's right, title and interest in and to the Company's right, title and interest in and to the Released Intellectual Property.

SECTION 2. Recordation. The Company authorizes and requests that the Commissioner for Patents, the Commissioner for Trademarks and other applicable government officer in any successor office or any similar office in any other country record this IP Priority Security Release.

SECTION 3. Execution in Counterparts. This IP Priority Security Release may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which shall constitute one and the same agreement.

SECTION 4. Governing Law. This IP Priority Security Release shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Collateral Trustee has caused this IP Priority Security Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

DEUTSCHE BANK TRUST COMPANY AMERICAS
By: DEUTSCHE BANK NATIONAL TRUST COMPANY

By: _____

Name:

Title:

Kenneth R. Ring
Vice President

TRADEMARK

REEL: 004214 FRAME: 0749

SCHEDULE A

U.S. Trademark Application

APPLICATION NO.	TRADEMARK
77848449	HEALTHPAS

SCHEDULE B
U.S. Patent Application

DOCKET NO.	APPLICATION NO.	TITLE
VA015	61/232950	INDUSTRY STANDARDS MODELING SYSTEM

**INTELLECTUAL PROPERTY
JUNIOR SECURITY RELEASE**

This INTELLECTUAL PROPERTY JUNIOR SECURITY RELEASE (the "*IP Junior Security Release*") dated _____, 2010 is made by DEUTSCHE BANK TRUST COMPANY AMERICAS, in its capacity as Collateral Trustee for the Secured Parties (in such capacity as Collateral Trustee, together with its successors and permitted assigns, the "*Collateral Trustee*"), in favor of UNISYS CORPORATION (the "*Company*"). All capitalized terms use herein but not otherwise defined herein shall have the meanings ascribed to those terms in the Junior Lien Pledge and Security Agreement (as defined below).

WHEREAS, the Company has entered into (i) a Junior Lien Pledge and Security Agreement dated as of July 31, 2009 (as amended, restated or otherwise modified, the "*Junior Pledge and Security Agreement*") with the Collateral Trustee and the other parties thereto, (ii) a Collateral Trust Agreement dated as of July 31, 2009 (as amended, restated or otherwise modified, the "*Collateral Trust Agreement*") with the Collateral Trustee and the other parties thereto and (iii) an Indenture dated as of July 31, 2009 (as amended, restated or otherwise modified, the "*Indenture*") with Deutsche Bank Trust Company Americas, as Trustee, and the other parties thereto;

WHEREAS, pursuant to the Junior Pledge and Security Agreement, the Company granted to the Collateral Trustee, for the ratable benefit of the Secured Parties, a security interest in and continuing lien on all of the Company's right, title and interest in, to and under all personal property of the Company, subject to the limitations set forth in Section 2.2 of the Junior Pledge and Security Agreement, including but not limited to the Trademark Application identified in Schedule A attached hereto and the Patent Application identified in Schedule B attached hereto (collectively, the "*Released Intellectual Property*");

WHEREAS, under Section 4.1(a)(2) of the Collateral Trust Agreement, the Collateral Trustee's security interest in the Collateral will be released as to any Collateral that is sold, transferred or otherwise disposed of by the Company to a Person that is not (either before or after such sale, transfer or disposition) the Company or a Restricted Subsidiary of the Company in a transaction or other circumstance that is not prohibited by either Section 4.10 of the First Lien Indenture or by the terms of any other applicable Priority Lien Documents (or, after the Discharge of Priority Lien Obligations, by the terms of any applicable Junior Lien Documents, including the Second Lien Indenture), at the time of such sale, transfer or other disposition or to the extent of the interest sold, transferred or otherwise disposed of;

WHEREAS, Section 4.1(a) of the Collateral Trust Agreement further provides that upon the request of the Company, the Collateral Trustee will execute any such documents as

provided by the Company and deliver evidence of such release to the Company in the form provided by the Company upon the delivery to the Collateral Trustee by the Company of an Officers' Certificate to the effect that such release of Collateral does not violate the terms of any Secured Debt Document;

WHEREAS, Unisys has delivered to the Collateral Agent an Officer's Certificate stating that the release of the Collateral Agent's security interest in certain Collateral identified therein, including the Released Intellectual Property, does not violate the terms of any Secured Debt Documents; and

WHEREAS, the Collateral Trustee therefore agrees to release its security interest in the Released Intellectual Property.

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Collateral Trustee and the Company hereby agree as follows:

SECTION 1. Release of Security Interest. The Collateral Trustee does hereby release and convey to the Company without recourse, representation or warranty of any kind, all of the Collateral Trustee's right, title and interest in and to the Company's right, title and interest in and to the Released Intellectual Property.

SECTION 2. Recordation. The Company authorizes and requests that the Commissioner for Patents, the Commissioner for Trademarks and other applicable government officer in any successor office or any similar office in any other country record this IP Junior Security Release.

SECTION 3. Execution in Counterparts. This IP Junior Security Release may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which shall constitute one and the same agreement.

SECTION 4. Governing Law. This IP Junior Security Release shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Collateral Trustee has caused this IP Junior Security Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

DEUTSCHE BANK TRUST COMPANY AMERICAS
By: DEUTSCHE BANK NATIONAL TRUST COMPANY

By: _____

Name:

Title:

Kenneth R. Ring
Vice President

TRADEMARK

REEL: 004214 FRAME: 0753

SCHEDULE A

U.S. Trademark Application

APPLICATION NO.	TRADEMARK
77848449	HEALTHPAS

SCHEDULE B
U.S. Patent Application

DOCKET NO.	APPLICATION NO.	TITLE
VA015	61/232950	INDUSTRY STANDARDS MODELING SYSTEM