

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ancile Solutions Holdings Corporation		07/07/2010	CORPORATION: DELAWARE
Ancile Solutions, Inc.		07/07/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Court Square Capital Management, L.P., as administrative agent
Street Address:	Park Avenue Plaza
Internal Address:	55 East 52nd Street, 34th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10055
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2684593	360SYNC
Registration Number:	2303038	CERTIFICATIONNET
Registration Number:	3312438	P
Registration Number:	2685586	UNIVERSITY360

CORRESPONDENCE DATA

Fax Number: (215)655-2286
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: trademarks@dechert.com, jacob.bishop@dechert.com,
 jay.johnston@dechert.com

Correspondent Name: Jacob R. Bishop
 Address Line 1: Dechert LLP
 Address Line 2: Cira Centre, 2929 Arch Street
 Address Line 4: Philadelphia, PENNSYLVANIA 19104-2808

CH \$1115.00 2684593

ATTORNEY DOCKET NUMBER:	109972
NAME OF SUBMITTER:	Jacob Bishop
Signature:	/Jacob Bishop/
Date:	07/20/2010
Total Attachments: 7 source=Ancile -- Second Lien Trademark Security Agreement#page1.tif source=Ancile -- Second Lien Trademark Security Agreement#page2.tif source=Ancile -- Second Lien Trademark Security Agreement#page3.tif source=Ancile -- Second Lien Trademark Security Agreement#page4.tif source=Ancile -- Second Lien Trademark Security Agreement#page5.tif source=Ancile -- Second Lien Trademark Security Agreement#page6.tif source=Ancile -- Second Lien Trademark Security Agreement#page7.tif	

**SECOND LIEN TRADEMARK SECURITY
AGREEMENT**

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 7th day of July, 2010, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and COURT SQUARE CAPITAL MANAGEMENT, L.P., in its capacity as Agent for the Lender Group (together with its successors and assigns, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Loan Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") among ANCILE SOLUTIONS HOLDINGS CORPORATION, a Delaware corporation ("Parent"), ANCILE SOLUTIONS, INC., a Delaware corporation; as borrower ("Borrower"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Loan Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Security Agreement [dated of even date herewith] (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

8. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Loan Agreement.
9. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants to Agent, for the benefit of the Lender Group, a continuing security interest (subject only to Permitted Liens) in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
 - (a) all of its Trademarks and Intellectual Property Licenses of Trademarks to which it is a party including those referred to on Schedule I hereto;
 - (b) all goodwill, Trade Secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;
 - (c) all renewals or extensions of the foregoing;
 - (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
 - (e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

10. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

11. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral 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.

12. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

13. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

14. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[signature page follows]

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

ANCILE SOLUTIONS, INC.,
as Grantor

By: Thomas Monte Leone

Name: THOMAS MONTELEONE

Title: TREASURER

**ANCILE SOLUTIONS HOLDINGS
CORPORATION,**
as Grantor

By: Thomas Monte Leone

Name: THOMAS MONTELEONE

Title: TREASURER

ACCEPTED AND ACKNOWLEDGED BY:

**COURT SQUARE CAPITAL MANAGEMENT,
L.P.,**
as Agent

By: _____

Name:

Title:

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

ANCILE SOLUTIONS, INC.,
as Grantor

By: _____

Name:

Title:

**ANCILE SOLUTIONS HOLDINGS
CORPORATION,**
as Grantor

By: _____

Name:

Title:

ACCEPTED AND ACKNOWLEDGED BY:

**COURT SQUARE CAPITAL MANAGEMENT,
L.P.,**
as Agent

By: Michael Delaney

Name: Michael Delaney





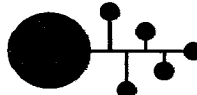
Title: Managing Partner

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Registered Trademarks and Trademark Applications

Note: RWD owns U.S. and foreign trademark registrations of RWD UPERFORM, RWD INFO PAK and RWD BENCHMARK, which were not transferred to Borrower under the Asset Purchase Agreement. Borrower will have the right to use these marks pursuant to the terms and conditions of Section 7.8(a) of the Asset Purchase Agreement and the Trademark License, and will have the right to seek registration of the UPERFORM, INFO PAK and UBENCHMARK and ULEARN marks, all of which are included in the Acquired Assets.

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Ancile Solutions, Inc.	United States	360SYNC	2684593	02/04/2003
Ancile Solutions, Inc.	United States	CERTIFICATION NET	2303038	10/30/2008
Ancile Solutions, Inc.	United States		3312438	10/16/2007
Ancile Solutions, Inc.	United States	UNIVERSITY360	2685586	02/11/2003
Ancile Solutions, Inc.	Canada		TMA745176	08/11/2009
Ancile Solutions, Inc.	Mexico		956975	10/09/2006
Ancile Solutions, Inc.	WIPO		896332	08/16/2006
Ancile Solutions, Inc.	European Community		1883610	10/24/2001

Ancile Solutions, Inc.	New Zealand		751490	07/18/2006
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Unregistered Trademarks

1. RWD uLearn™