

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Argus Software, Inc.		09/15/2010	CORPORATION: DELAWARE
Realm Solutions, Inc.		09/15/2010	CORPORATION: DELAWARE
Realm International Holdings, Inc.		09/15/2010	CORPORATION: DELAWARE
B.J. Murray, Inc.		09/15/2010	CORPORATION: NEW YORK
Realm Commercial Solutions, Inc.		09/15/2010	CORPORATION: TEXAS
Realm Consulting Solutions, Inc.		09/15/2010	CORPORATION: DELAWARE
Realm Financial Solutions, Inc.		09/15/2010	CORPORATION: DELAWARE
TreeSoft Acquisition Company		09/15/2010	CORPORATION: DELAWARE
Realm Financial Software Ltd.		09/15/2010	LIMITED PARTNERSHIP: TEXAS

RECEIVING PARTY DATA

Name:	Fifth Third Bank
Street Address:	100 Crescent Court, 7th Floor
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	Banking Corporation: OHIO

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3284146	ARGUS
Registration Number:	3284145	DYNA
Registration Number:	3281263	DYNA
Registration Number:	2825472	REALM
Registration Number:	0925283	
Registration Number:	2828179	THE REALM

OP \$165.00 3284146

CORRESPONDENCE DATA

Fax Number: (214)758-1550
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 214-758-1509
Email: wwalker@pattonboggs.com
Correspondent Name: Vicky Walker, Patton Boggs LLP
Address Line 1: 2000 McKinney Avenue, Suite 1700
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	029224.0102
NAME OF SUBMITTER:	/Vicky Walker, Senior Paralegal/
Signature:	/s/ Vicky Walker
Date:	09/15/2010

Total Attachments: 11

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A FIFTH THIRD BANCORP BANK

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, amended and restated, joined, extended, supplemented and/or otherwise modified from time to time, this “IP Security Agreement”) is made and effective as of September 15, 2010, by the Persons listed on the signature pages hereof (each a “Grantor” and collectively, the “Grantors”), in favor of FIFTH THIRD BANK, an Ohio banking corporation (together with its successors and assigns, “Secured Party”). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Credit Agreement (defined below).

RECITALS

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof, by and between ARGUS Software, Inc., a Delaware corporation (“Borrower”), and Secured Party (as it may be amended, amended and restated, joined, extended, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), Secured Party has agreed, subject to the terms and conditions set forth therein, to make the Loans to Borrower;

WHEREAS, under the terms of the Credit Agreement and the other Loan Documents, the Grantors have granted to the Secured Party, a security interest in, among other property, the Intellectual Property Collateral, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office (the “USPTO”), the United States Copyright Office and other Governmental Authorities;

NOW, THEREFORE, in consideration of the willingness of Secured Party to enter into the Credit Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans to the Borrower pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure all of the Grantors’ Obligations under the Credit Agreement and the other Loan Documents, each Grantor hereby grants to Secured Party, a continuing security interest in all of the right, title and interest of such Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired (the “Intellectual Property Collateral”):

(a) U.S and foreign copyrights, including, without limitation, the copyright registrations and applications for copyright registration, set forth on Schedule A attached hereto (collectively, the “Copyrights”);

(b) U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the “Patents”);

(c) U.S., state and foreign trademarks, service marks and trade names, including, without limitation, the trademark and service mark registrations and trademark

- - and service mark applications, set forth on Schedule C attached hereto (excluding an U.S. intent-to-use applications unless and until a statement of use or amendment to allege use has been accepted by the USPTO), including, without limitation, all common-law rights related to, and goodwill of the business associated with the foregoing (collectively, the “Trademarks”);

(d) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(e) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(f) Any and all amendments, renewals, extensions, reissuances and replacements of any of the foregoing; and

(g) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Each Grantor authorizes and requests that the U.S. Register of Copyrights and the U.S. Commissioner of Patents and Trademarks (and any state or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of Secured Party in the Intellectual Property Collateral.

3. Assignment. To the extent consistent with applicable law, upon the occurrence and during the continuance of an Event of Default, each Grantor shall, upon request, execute and deliver to Secured Party an absolute assignment transferring its entire right, title, and interest in and to the Intellectual Property Collateral to Secured Party.

4. Power of Attorney. Each Grantor hereby irrevocably grants to Secured Party, a power of attorney, to act as such Grantor’s attorney-in-fact, with full authority in the name, place and stead of such Grantor, from time to time in the Secured Party’s discretion, to take any action and to execute any instrument that the Secured Party may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in the sole discretion of Secured Party without first obtaining such Grantor’s approval thereof or signature thereto), but after providing notice to Borrower, Schedule A, Schedule B, Schedule C, and/or Schedule D hereof, as appropriate, to include references to any registered Intellectual Property Collateral (or application or license therefor) acquired by such Grantor after the execution hereof or to delete any reference to any Intellectual Property Collateral in which such Grantor no longer has or claims any right, title or interest;

(b) To execute, file and pursue (in the sole discretion of Secured Party without first obtaining such Grantor’s approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect,

maintain, continue or otherwise protect the Secured Party's interest in the Intellectual Property Collateral, including, without limitation, executing and filing any financing statement, any continuation statement or any amendment thereto and to pay any fees and taxes in connection therewith or otherwise; *provided, however*, unless an Event of Default has occurred and is continuing, Secured Party will not take any actions which result in an assignment or transfer of title of such Intellectual Property Collateral to Secured Party. Notwithstanding the foregoing, unless an Event of Default has occurred and is continuing, Secured Party shall not undertake prosecution of any pending application listed in Schedule A, B, or C;

(c) To execute any document required to acknowledge, register or perfect the interest of Secured Party in any part of the Intellectual Property Collateral without the signature of such Grantor unless prohibited by applicable law; and

(d) Upon the occurrence and during the continuation of an Event of Default, to (i) endorse the respective Grantor's name on all applications, documents, papers and instruments necessary or desirable for Secured Party in the use of the Intellectual Property Collateral, and (ii) take any other actions with respect to the Intellectual Property Collateral as Secured Party deems to be in the best interest of Secured Party.

The foregoing power of attorney is coupled with an interest and is irrevocable until the Obligations secured hereby have been unconditionally and indefeasibly paid or performed in full, the Credit Agreement has been terminated (except for any obligations designated thereunder as continuing on an unsecured basis) and all commitments of Secured Party to make Loans have been terminated.

5. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the Intellectual Property Collateral will revert to each of the Grantors) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations secured hereby unconditionally and indefeasibly (other than Contingent Obligations in respect of Letters of Credit that are back-stopped or cash collateralized in an amount satisfactory to Secured Party in its good faith credit judgment) and (b) the termination of the Credit Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, the Secured Party (at the Grantors' request and sole expense) will promptly execute and deliver to the Grantors (with such customary representations and warranties from a secured lender releasing its lien as Grantor may reasonably request) such documents as the Grantors may reasonably request and as are provided to the Secured Party to evidence such termination.

6. Newly Registered Copyrights, Patents and Trademarks. Each Grantor hereby agrees to provide the Secured Party every month, a schedule of newly registered Copyrights, Patents and Trademarks (if any).

7. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Secured Party, under the Credit

Agreement and the other Loan Documents. The rights and remedies of the Grantors and Secured Party with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Credit Agreement and the other Loan Documents, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Credit Agreement or the other Loan Documents, the provisions of the Credit Agreement or the other Loan Documents shall govern.

(b) This IP Security Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. This IP Security Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (A) may be relied on by each party as if the document were a manually signed original and (B) will be binding on each party for all purposes.


(c) All rights and liabilities hereunder shall be governed and limited by and construed in accordance with the local laws of the State of Illinois (without regard to Illinois choice of law or conflicts of law principles).

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

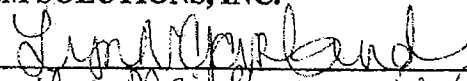
IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTORS:


ARGUS SOFTWARE, INC.

By: 
Name: Jim Mai-Phuong W. Garland
Title: Treasurer

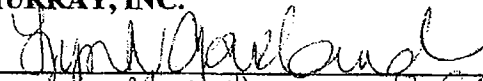
REALM SOLUTIONS, INC.

By: 
Name: Jim Mai-Phuong W. Garland
Title: Chief Financial Officer

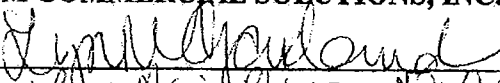
REALM INTERNATIONAL HOLDINGS, INC.

By: 
Name: Jim Mai-Phuong W. Garland
Title: Treasurer

B.J. MURRAY, INC.

By: 
Name: Jim Mai-Phuong W. Garland
Title: Treasurer

REALM COMMERCIAL SOLUTIONS, INC.

By: 
Name: Jim Mai-Phuong W. Garland
Title: Treasurer

[Additional Signature Pages Follow]

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

REALM CONSULTING SOLUTIONS, INC.

By: Jim Garland
Name: Jim Mai-Thuong W. Garland
Title: Treasurer

REALM FINANCIAL SOLUTIONS, INC.

By: Jim Garland
Name: Jim Mai-Thuong W. Garland
Title: Treasurer

TREESOFT ACQUISITION COMPANY

By: Jim Garland
Name: Jim Mai-Thuong W. Garland
Title: Treasurer

REALM FINANCIAL SOFTWARE LTD.

By: ARGUS SOFTWARE, INC.,
its general partner

By: Jim Garland
Name: Jim Mai-Thuong W. Garland
Title: Treasurer

[Additional Signature Pages Follow]

SECURED PARTY:

FIFTH THIRD BANK

By: 

Name: Cameron Murg

Title: Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A

COPYRIGHT COLLATERAL

Registered Copyrights

Copyright	Date	Company/ Subsidiary	Country	Number
CTI 8.3 Release Notes	08/27/2007	Realm Business Solutions, Inc.	U.S.	TX 6-625-091
Realm DYNA Version 12.0.0/Budget Version 4.0.0 Release Notes	08/20/2007	Realm Business Solutions, Inc.	U.S.	TX 6-625-554

Pending Copyright Applications

None.

SCHEDULE B

PATENT COLLATERAL

None.

SCHEDULE C

TRADEMARK COLLATERAL

Registered Trademarks

Mark	Date	Owner	Country	Serial/Registration No.
ARGUS	08/28/2007	ARGUS Software, Inc.	U.S.	3,284,146
DYNA	08/28/2007	ARGUS Software, Inc.	U.S.	3,284,145
DYNA	08/21/2007	ARGUS Software, Inc.	U.S.	3,281,263
REALM	03/23/2004	ARGUS Software, Inc.	U.S.	2,825,472
REALM	03/07/2007	ARGUS Software, Inc.	U.S.	925283
THE REALM	03/30/2004	ARGUS Software, Inc.	U.S.	2,828,179

Pending Trademark Applications

Mark	Date	Owner	Country	Application No.
REALM	10/19/2006	ARGUS Software, Inc.	India	1494799

Trademark Licenses

Company	Description of License Agreement
Argus Software, Inc.	Various Agreements - Microsoft Corporation
Argus Software, Inc.	Distribution Agreement - BOMA (Brownfield & Mayerhofer)

Realm Business Solutions, Inc.	Reseller Agreement - On-geo
Argus Software, Inc.	License Agreement - RIISnet, LLC
Argus Software, Inc.	International Co-Marketing Services Agreement, for products sold as ARGUS Valuation - Capitalisation, ARGUS Developer or ARGUS Development Budget – Argus Software (UK) Ltd.
Argus Software, Inc.	Reseller Agreement, as amended – Kozo Keikaku Engineering, Inc.