

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Allen Systems Group, Inc.		11/22/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	KeyBank National Association
Street Address:	127 Public Square
Internal Address:	Attn: Institutional Banking
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	National Banking Association: OHIO

**PROPERTY NUMBERS Total: 50**

Property Type	Number	Word Mark
Serial Number:	85140979	ASG-WORKFLOWDIRECT
Registration Number:	3022345	
Registration Number:	2601192	ASG
Registration Number:	2700435	ASG SOFTWARE SOLUTIONS
Registration Number:	3659984	ASG-AUTOMATION CENTER
Registration Number:	3695864	ASG-CYPRESS
Registration Number:	3840494	ASG-DDM
Registration Number:	3461040	ASG-INFO/X
Registration Number:	3435279	ASG-JOB/SCAN
Registration Number:	2797420	ASG-KNOWLEDGEWAVE
Registration Number:	2392701	ASG-METHODMANAGER
Registration Number:	2781593	ASG-ROCHADE
Registration Number:	3572636	ASG-SAFARI

OP \$1265.00 85140979

Registration Number:	3518886	ASG-SAFARI.OLAP
Registration Number:	3444796	ASG-TEVISTA
Registration Number:	2996310	ASG-TMON
Registration Number:	2485728	CLICK-N-DONE
Registration Number:	2966578	CONTENT PROCESSING FACILITY
Registration Number:	1349090	CONTROLMANAGER
Registration Number:	2966577	CYPRESS
Registration Number:	3048644	CYPRESS
Registration Number:	1163171	DOCU/TEXT
Registration Number:	3701286	ASG-DOCU/TEXT
Registration Number:	2357393	DOCUANALYZER
Registration Number:	1974132	DOCUMENTDIRECT
Registration Number:	2966579	DOCUVAULT
Registration Number:	2746952	E-SEARCH & VIEW
Registration Number:	1945519	ESW
Registration Number:	2617007	INFO/X
Registration Number:	1721468	INFOPAC
Registration Number:	3190224	ITEXCHANGE
Registration Number:	1730799	JCLPREP
Registration Number:	1681000	LANDMARK SYSTEMS CORPORATION
Registration Number:	2717149	MOBIUS
Registration Number:	2874146	MOBIUS
Registration Number:	1710731	NAVIGRAPH
Registration Number:	1924487	OPMAN
Registration Number:	2317113	PRO/JCL
Registration Number:	3698527	ASG-PRO/JCL
Registration Number:	3435763	ROCHADE
Registration Number:	2108451	SERVERTRANSPARENCY
Registration Number:	2642122	TEVISTA
Registration Number:	1633753	THE MONITOR
Registration Number:	1641086	THE MONITOR
Registration Number:	3444950	TMON
Registration Number:	2505616	UNIVERSALARCHIVE
Registration Number:	1786624	VIEWDIRECT
Registration Number:	2780336	WORKFLOWDIRECT

Registration Number:	1999174	WRITEDIRECT
Registration Number:	1458133	SIRF

**CORRESPONDENCE DATA**

Fax Number: (216)566-5800  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 216-566-5940  
Email: wendy.seifert@thomsonhine.com  
Correspondent Name: Adam R. Nazette, Esq.  
Address Line 1: 127 Public Square  
Address Line 2: 3900 Key Center  
Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	059130.00051
NAME OF SUBMITTER:	Adam R. Nazette, Esq.
Signature:	/am/
Date:	11/22/2010

**Total Attachments: 9**  
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source=ASG-- Trademark Security Agreement#page2.tif  
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## **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT, dated as of November 22, 2010 (this "Agreement"), is made by ALLEN SYSTEMS GROUP, INC., a Delaware corporation (the "Grantor"), in favor of KEYBANK NATIONAL ASSOCIATION, as the administrative agent (together with its successors thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

WITNESSETH:

WHEREAS, reference is made to that certain Credit Agreement, dated as of November 22, 2010 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement") with the lenders from time to time party thereto (collectively, the "Lenders"), the Administrative Agent, Merrill Lynch, Pierce, Fenner & Smith Incorporated, as joint lead arranger and joint book runner, and Bank of America, N.A., as syndication agent, pursuant to which the Lenders have agreed to make Loans and issue Letters of Credit;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a First Lien Pledge and Security Agreement, dated as of November 22, 2010 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all of the Obligations;

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

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, 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 in the Security Agreement.

Section 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the Grantor's right, title and interest in the United States, whether now or hereafter existing or acquired by the Grantor, in and to the following (the "Trademark Collateral"):

- (a) (i) all United States trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks,

certification marks, collective marks, logos and other source or business identifiers, whether registered or unregistered, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, , including registrations, recordings and applications in the United States Patent and Trademark Office , and all common-law rights relating to the foregoing in the United States, in each case, owned by Grantor, and (ii) the right to obtain all extensions or renewals of the foregoing in the United States (collectively referred to as "Trademarks"), including those United States Trademark applications and registrations referred to in Item A of Schedule I hereto ;

(b) all written Trademark licenses and other agreements for the grant to such Grantor of any exclusive right to use any United States Trademark registration and/or application (each a "Trademark License") as set forth in Item B of Schedule I hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the Trademarks described in subpart (a);

(d) the right to sue third parties for past, present and future infringements or dilution of the Trademarks described in subpart (a) and for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark License; and

(e) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

Notwithstanding the foregoing, Trademark Collateral shall not include those items set forth in clauses (iii) and (iv) of Section 2.1 of the Security Agreement.

Section 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

Section 5. Secured Document. This Agreement is a Collateral Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

Section 6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

Section 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or via other electronic means shall be effective as delivery of a manually executed counterpart of this Security Agreement.

[Remainder of page intentionally left blank]

WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (a) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (b) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

IN WITNESS WHEREOF, each of the parties hereto has executed this Trademark Security Agreement as of the date first set forth above.

Address: 1333 Third Avenue South  
Naples, Florida 34102  
Attention: President

ALLEN SYSTEMS GROUP, INC.

By: 

~~Allen L. Arthur~~ ARTHUR L. ALLEN  
President and Chief Executive Officer

Address: 127 Public Square  
Cleveland, Ohio 44114-1306  
Attention: Institutional Banking

KEYBANK NATIONAL ASSOCIATION,  
as the Administrative Agent

By: \_\_\_\_\_

David A. Wild  
Vice President

Signature Page to  
Trademark Security Agreement

TRADEMARK  
REEL: 004408 FRAME: 0499

WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (a) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (b) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

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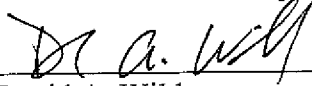
Address: 1333 Third Avenue South  
Naples, Florida 34102  
Attention: President

ALLEN SYSTEMS GROUP, INC.

By: \_\_\_\_\_  
Allen L. Arthur  
President and Chief Executive Officer

Address: 127 Public Square  
Cleveland, Ohio 44114-1306  
Attention: Institutional Banking

KEYBANK NATIONAL ASSOCIATION,  
as the Administrative Agent

By:  \_\_\_\_\_  
David A. Wild  
Vice President



**Schedule I**

**Item A**

**UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS**

Registrations:

<b><u>OWNER</u></b>	<b><u>REGISTRATION NUMBER</u></b>	<b><u>TRADEMARK</u></b>
Allen Systems Group, Inc.	3022345	[Chevin hand-eye design]
Allen Systems Group, Inc.	2601192	ASG
Allen Systems Group, Inc.	2700435	ASG SOFTWARE SOLUTIONS
Allen Systems Group, Inc.	3659984	ASG-AUTOMATION CENTER
Allen Systems Group, Inc.	3695864	ASG-CYPRESS
Allen Systems Group, Inc.	3840494	ASG-DDM
Allen Systems Group, Inc.	3461040	ASG-INFO/X
Allen Systems Group, Inc.	3435279	ASG-JOB/SCAN
Allen Systems Group, Inc.	2797420	ASG-KNOWLEDGEWAVE
Allen Systems Group, Inc.	2392701	ASG-METHODMANAGER
Allen Systems Group, Inc.	2781593	ASG-ROCHADE
Allen Systems Group, Inc.	3572636	ASG-SAFARI
Allen Systems Group, Inc.	3518886	ASG-SAFARI.OLAP
Allen Systems Group, Inc.	3444796	ASG-TEVISTA
Allen Systems Group, Inc.	2996310	ASG-TMON
Allen Systems Group, Inc.	2485728	CLICK-N-DONE
Allen Systems Group, Inc.	2966578	CONTENT PROCESSING FACILITY
Allen Systems Group, Inc.	1349090	CONTROLMANAGER
Allen Systems Group, Inc.	2966577	CYPRESS
Allen Systems Group, Inc.	3048644	CYPRESS AND DESIGN
Allen Systems Group, Inc.	1163171	DOCU/TEXT
Allen Systems Group, Inc.	3701286	ASG DOCU/TEXT
Allen Systems Group, Inc.	2357393	DOCUANALYZER
Allen Systems Group, Inc.	1974132	DOCUMENTDIRECT
Allen Systems Group, Inc.	2966579	DOCUVAULT
Allen Systems Group, Inc.	2746952	E-SEARCH & VIEW
Allen Systems Group, Inc.	1945519	ESW
Allen Systems Group, Inc.	2617007	INFO/X

Allen Systems Group, Inc.	1721468	INFOPAC
Allen Systems Group, Inc.	3190224	ITEXCHANGE
Allen Systems Group, Inc.	1730799	JCLPREP
Allen Systems Group, Inc.	1681000	LANDMARK SYSTEMS CORPORATION
Allen Systems Group, Inc.	2717149	MOBIUS
Allen Systems Group, Inc.	2874146	MOBIUS
Allen Systems Group, Inc.	1710731	NAVIGRAPH
Allen Systems Group, Inc.	1924487	OPMAN
Allen Systems Group, Inc.	2317113	ASG-PRO/JCL
Allen Systems Group, Inc.	3698527	PRO/JCL
Allen Systems Group, Inc.	3435763	ROCHADE
Allen Systems Group, Inc.	2108451	SERVERTRANSPARENCY
Allen Systems Group, Inc.	2642122	TEVISTA
Allen Systems Group, Inc.	1633753	THE MONITOR
Allen Systems Group, Inc.	1641086	THE MONITOR
Allen Systems Group, Inc.	3444950	TMON
Allen Systems Group, Inc.	2505616	UNIVERSALARCHIVE
Allen Systems Group, Inc.	1786624	VIEWDIRECT
Allen Systems Group, Inc.	2780336	WORKFLOWDIRECT
Allen Systems Group, Inc.	1999174	WRITEDIRECT
Allen Systems Group, Inc.	1458133	SIRF

## Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>TRADEMARK</u>
Allen Systems Group, Inc.	85140979	ASG-WorkflowDirect

**FOREIGN TRADEMARK REGISTRATIONS AND APPLICATIONS**

## Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY/STATE</u>	<u>TRADEMARK</u>
Allen Systems Group, Inc.	917159	Australia	MOBIUS AND DESIGN
Allen Systems Group, Inc.	822.790.726	Brazil	MOBIUS
Allen Systems Group, Inc.	3217204	China	MOBIUS AND DESIGN
Allen Systems Group, Inc.	3445020	China	MOBIUS AND DESIGN

Allen Systems Group, Inc.	1226505	EU	MISCELLANEOUS DESIGN
Allen Systems Group, Inc.	2741593	EU	MOBIUS AND DESIGN
Allen Systems Group, Inc.	4715346	Japan	MOBIUS AND DESIGN
Allen Systems Group, Inc.	4437060	Japan	MOBIUS STRIP DESIGN
Allen Systems Group, Inc.	468341	Switzerland	MOBIUS STRIP DESIGN
Allen Systems Group, Inc.	2,238,639	Switzerland	MOBIUS STRIP DESIGN
Allen Systems Group, Inc.	1,924,487	Switzerland	OPMAN
Allen Systems Group, Inc.	2,108,451	Switzerland	SERVERTRANSPARENCY
Allen Systems Group, Inc.	2,505,616	Switzerland	UNIVERSALARCHIVE
Allen Systems Group, Inc.	1,786,624	Switzerland	VIEWDIRECT
Allen Systems Group, Inc.	2,780,336	Switzerland	WORKFLOWDIRECT
Allen Systems Group, Inc.	1,999,174	Switzerland	WRITEDIRECT

Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>COUNTRY/STATE</u>	<u>TRADEMARK</u>
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None.

Item B

**TRADEMARK LICENSES**

None.