

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
HELP/SYSTEMS LLC		11/03/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.		
Street Address:	6011 Connection Drive		
Internal Address:	Attn: General Counsel		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3766523	ROBOT/SCHEDULE ENTERPRISE	
Registration Number:	3741750	SEQUEL VIEWPOINT	
Registration Number:	2709972	STANDGUARD	
Registration Number:	2427143	MESSENGERCONSOLE	
Registration Number:	2427144	MESSENGERPLUS	
Serial Number:	85100738	SKYBOT SCHEDULER	
Serial Number:	85100736	SKYBOT SOFTWARE	
CORRESPONDENCE DATA			
Fax Number:	(404)888-4190		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	404-888-4267		
Email:	dcorey@hunton.com		
Correspondent Name:	Deborah Corey		

CH \$190.00 3766523

900176737

TRADEMARK
REEL: 004410 FRAME: 0216

Address Line 1: 600 Peachtree Street, N.E., Suite 4100
Address Line 2: c/o Hunton & Williams LLP
Address Line 4: Atlanta, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER: 65740.44

NAME OF SUBMITTER: Deborah Corey

Signature: /Deborah Corey/

Date: 11/04/2010

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made and entered into as of November 3, 2010, by HELP/SYSTEMS, LLC, a Delaware limited liability company (“**Grantor**”), in favor of GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P. (“**GSSLG**”), as Collateral Agent (“**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, Grantor, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time, and GSSLG as Administrative Agent and Collateral Agent are party to that certain Amended and Restated Credit and Guaranty Agreement, dated as of November 3, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”); and

WHEREAS, pursuant to the Pledge and Security Agreement dated September 24, 2007 (the “**Security Agreement**”), Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor hereby agrees with Collateral Agent as follows:

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Security Agreement.

2. **Grant of Security Interest in Trademark Collateral.** To secure the payment and performance of the Obligations under the Credit Agreement and other Credit Documents, Grantor hereby grants to Collateral Agent, on behalf of itself and the Secured Parties, a continuing First Priority security interest in all of 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 Trademark Licenses to which it is a party including, without limitation, those referred to on Schedule 1 hereto; (b) all reissues, continuations or extensions of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future: (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, and (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. **Pledge and Security Agreement.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral 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.

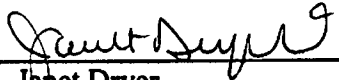
4. **Counterparts.** This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

[Signature Page Follows]

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

GRANTOR:

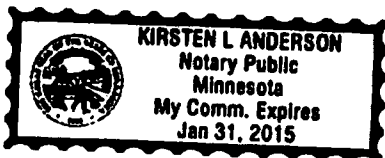
HELP/SYSTEMS, LLC

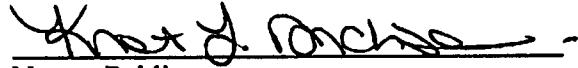
By: 
Name: Janet Dryer
Title: President

ACKNOWLEDGMENT OF GRANTOR

STATE OF Minnesota)
) ss.
COUNTY OF Hennepin)

On this 1 day of November, 2010, before me personally appeared John Lewis, who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of HELP/SYSTEMS, LLC, and who being duly sworn by me did depose and say that (i) such person is an authorized officer of HELP/SYSTEMS, LLC, (ii) such instrument was signed on behalf of HELP/SYSTEMS, LLC, and (iii) such person acknowledged such instrument to be the free act and deed of HELP/SYSTEMS, LLC




Notary Public

Signature Page

ACCEPTED AND ACKNOWLEDGED BY:

COLLATERAL AGENT:

GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.

By: Stephen W. Hipp
Name: Stephen W. Hipp
Title: Authorized Signatory

Signature Page

Schedule 1
to
Trademark Security Agreement

Trademark and Service Mark Applications and Registrations

Help/Systems, LLC

Trademark	Jurisdiction	Status	App./Reg. No.	App./Reg. Date
ROBOT/SCHEDULE ENTERPRISE	U.S.	Registered	3766523	March 30, 2010
SEQUEL VIEWPOINT	U.S.	Registered	3741750	January 26, 2010
STANDGUARD	U.S.	Registered	2709972	April 22, 2003
MESSENGERCONSOLE (Stylized) MessengerConsole	U.S.	Registered	2427143	February 6, 2001
MESSENGERPLUS (Stylized) MessengerPlus	U.S.	Registered	2427144	February 6, 2001
SKYBOT SCHEDULER	U.S.	Pending	85/100,738	August 5, 2010
SKYBOT SOFTWARE	U.S.	Pending	85/100,736	August 5, 2010

Schedule 1

Trademark Security Agreement
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RECORDED: 11/04/2010

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