

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Deltek, Inc.		11/03/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, AS COLLATERAL AGENT		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	1978814	COSTPOINT	
Registration Number:	2361568	AE AWARD	
Registration Number:	1549003	WIND2	
Registration Number:	2795805	AWARD	
Registration Number:	2045456	WELCOM	
Registration Number:	2315136	CLIP NOTES	
Registration Number:	2028368	OPEN PLAN PROFESSIONAL	
Registration Number:	1727269	COBRA	
Registration Number:	2746672	WINSIGHT	
Registration Number:	2344552	RISK+	
Registration Number:	1585338	OPEN PLAN	
Registration Number:	3788782	D	
Registration Number:	3782842	D DELTEK	
Registration Number:	3295164	DELTEK EXCEL	

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TRADEMARK
 REEL: 004425 FRAME: 0552

Registration Number:	2835962	DELTEK VISION
Registration Number:	1674008	DELTEK
Registration Number:	3182991	PROJECT CONNECT
Serial Number:	76529425	GOVWIN
Serial Number:	76652959	WELCOMRISK
Serial Number:	76652968	WELCOMSUITE
Serial Number:	76652958	WELCOMHOME
Serial Number:	76652969	WELCOMPORTFOLIO

CORRESPONDENCE DATA

Fax Number: (866)826-5420

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 3016380511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: Attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	36429
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	12/06/2010

Total Attachments: 7

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Deltek, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Delaware
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) November 3, 2010

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Credit Suisse AG, as Collateral Agent

Internal _____

Address: _____

Street Address: 11 Madison Avenue

City: New York

State: NY

Country: United States Zip: 10010

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other BANK Citizenship SWITZERLAND

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
PLEASE SEE ATTACHED SCHEDULE

B. Trademark Registration No.(s)
PLEASE SEE ATTACHED SCHEDULE

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
PLEASE SEE ATTACHED SCHEDULE

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: IP Research Plus

Internal Address: _____

Attn: Penelope J.A. Agodoa

Street Address: _____

21 Tadcaster Circle

City: Waldorf

State: MD

Zip: 20602

Phone Number: 301-638-0511

Fax Number: 866-826-5420

Email Address: orders@ipresearchplus.com

6. Total number of applications and registrations involved:

26

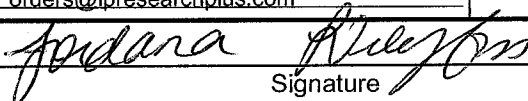
7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

- a. Credit Card Last 4 Numbers _____
Expiration Date _____
b. Deposit Account Number _____
Authorized User Name _____

9. Signature:



Signature

November 4, 2010

Date

Jordana Dreyfuss

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 004425 FRAME: 0554

TRADEMARK SECURITY AGREEMENT dated as of November 3, 2010 (this “*Agreement*”), among DELTEK, INC., a Delaware corporation (the “*Grantor*”) and CREDIT SUISSE AG, as Collateral Agent (the “*Collateral Agent*”).

Reference is made to (a) the Guarantee and Collateral Agreement dated as of April 22, 2005 (as amended, supplemented or otherwise modified from time to time, the “*Security Agreement*”), among the Grantor, the Subsidiaries of the Grantor party thereto and the Collateral Agent and (b) the Second Amended and Restated Credit Agreement dated as of November 3, 2010 (as amended, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among the Grantor, the Lenders from time to time party thereto and Credit Suisse AG, as administrative agent and as collateral agent. The Lenders have agreed to extend credit to the Grantor subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement or the Security Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in and lien on, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office), and all extensions or renewals thereof, including those listed on Schedule I attached hereto (the “*Trademarks*”);

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all other assets, rights and interests that uniquely reflect or embody the Trademarks;

but excluding in all cases any intent-to-use United States trademark application for which an amendment to allege use or statement of use has not been filed under 15 U.S.C § 1051(c) or 15 U.S.C § 1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Execution in Counterparts. This Agreement 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 taken together shall constitute one and the same agreement.

SECTION 5. Choice of Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

DELTEK, INC.,

by

A handwritten signature in cursive script, appearing to read "David L. Lunn", is written over a horizontal line.

Name:

Title:

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as Collateral Agent,

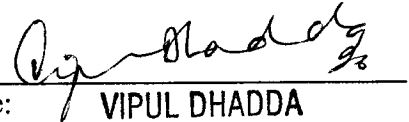
by

Name:
Title:


JOHN D. TORONTO
DIRECTOR

by

Name:
Title:


VIPUL DHADDA
ASSOCIATE

Schedule I

I. Trademarks

Owner	Trademark	Reg. No.	Jurisdiction	Comments
Deltek, Inc.	Costpoint	1,978,814	United States	Registered
Deltek, Inc.	Deltek	1,674,008	United States	Registered
Deltek, Inc.	Deltek Vision	2,835,962	United States	Registered
Deltek, Inc.	AE Award	2,361,568	United States	Registered
Deltek, Inc.	Wind2	1,549,003	United States	Registered
Deltek, Inc.	Award	2,795,805	United States	Registered
Deltek, Inc.	WELCOM	2045456	United States	Registered
Deltek, Inc.	CLIP NOTES	2315136	United States	Registered
Deltek, Inc.	OPEN PLAN PROFESSIONAL	2028368	United States	Registered
Deltek, Inc.	COBRA	1727269	United States	Registered
C/S Solutions, Inc. [assigned to Deltek, Inc.]	wInsight	2746672	United States	Registered
C/S Solutions, Inc. [assigned to Deltek, Inc.]	Risk+	2344552	United States	Registered
Deltek, Inc.	OPEN PLAN	1585338	United States	Registered
Deltek, Inc.	D (logo)	3788782	United States	Registered
Deltek, Inc.	DELTEK	79079545	United States	Registered
Deltek, Inc.	D DELTEK (Deltek + logo)	3782842	United States	Registered
Deltek, Inc.	DELTEK EXCEL	3295164	United States	Registered
Deltek, Inc.	DELTEK VISION	2835962	United States	Registered
Deltek, Inc.	DELTEK	1674008	United States	Registered

II. Trademark Applications

Owner	Trademark	App. No.	Jurisdiction	Comments
Deltek, Inc.	GovWin	76/529,425	United States	
Deltek, Inc.	WELCOMRISK	76/652959	United States	
Deltek, Inc.	WELCOMSUITE	76/652968	United States	
Deltek, Inc.	WELCOMHOME	76/652958	United States	
Deltek, Inc.	WELCOMPORTFOLIO	76/652969	United States	
C/S Solutions, Inc. [assigned to Deltek, Inc.]	Project Connect	3182991	United States	

III. Trademark Licenses

None.