

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
EXPLORER HOLDINGS INC.		12/21/2010	CORPORATION: CANADA
EXPLORER SOFTWARE INC.		12/21/2010	CORPORATION: CANADA
REDSKY IT (HEMEL) LIMITED		12/21/2010	COMPANY: UNITED KINGDOM
EXPLORER SOFTWARE (ESI) INC.		12/21/2010	CORPORATION: CANADA
EXPLORER SOFTWARE TECHNOLOGIES INC.		12/21/2010	CORPORATION: CANADA
EXPLORER GROUP UK LIMITED		12/21/2010	COMPANY: UNITED KINGDOM
EXPLORER HOLDINGS UK LIMITED		12/21/2010	COMPANY: UNITED KINGDOM
REDSKY IT HOLDINGS LIMITED		12/21/2010	COMPANY: UNITED KINGDOM
REDSKY IT (CRICK) LIMITED		12/21/2010	COMPANY: UNITED KINGDOM
COULSON HERON ASSOCIATES LIMITED		12/21/2010	COMPANY: UNITED KINGDOM
EXPLORER SOFTWARE INTERNATIONAL, INC.		12/21/2010	CORPORATION: WASHINGTON
EXPLORER SOFTWARE TOTAL SYSTEMS CORP.		12/21/2010	CORPORATION: WASHINGTON
EXPLORER SOFTWARE TECHNOLOGIES CORP.		12/21/2010	CORPORATION: WASHINGTON

**RECEIVING PARTY DATA**

<b>Name:</b>	WELLS FARGO CAPITAL FINANCE CORPORATION CANADA, as Agent
<b>Street Address:</b>	c/o Wells Fargo Capital Finance, LLC
<b>Internal Address:</b>	2450 Colorado Avenue, Suite 3000W
<b>City:</b>	Santa Monica
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90404
<b>Entity Type:</b>	CORPORATION: CANADA

PROPERTY NUMBERS Total: 2

**900179407**

**TRADEMARK**  
**REEL: 004438 FRAME: 0489**

**CH \$65.00 2152093**

Property Type	Number	Word Mark
Registration Number:	2152093	CONAC
Registration Number:	3363649	EZDOCS

**CORRESPONDENCE DATA**

Fax Number: (213)627-0705  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (213) 683-5627  
Email: nancychow@paulhastings.com  
Correspondent Name: Nancy Chow  
Address Line 1: Paul, Hastings, Janofsky & Walker LLP  
Address Line 2: 515 S. Flower Street, 25th Floor  
Address Line 4: LOS ANGELES, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	WFCF/EXPLORER 73896.00076
NAME OF SUBMITTER:	Nancy Chow
Signature:	/Nancy Chow/
Date:	12/21/2010

**Total Attachments: 9**  
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source=WFCF\_Explorer - Fully Executed Trademark Security Agreement#page9.tif

**TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 21 day of December, 2010, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO CAPITAL FINANCE CORPORATION CANADA**, an Ontario corporation ("WFCFCC"), in its capacity as collateral agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

**WITNESSETH:**

**WHEREAS**, pursuant to that certain Credit Agreement dated as of December 21, 2010 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Explorer Software Inc., a British Columbia corporation ("Canadian Borrower"), as Canadian borrower, RedSky IT (Hemel) Limited, a company incorporated in England and Wales with registered number 123977 ("UK Borrower" and together with Canadian Borrower, each individually a "Borrower" and collectively, jointly and severally, "Borrowers"), as United Kingdom borrower, the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), Agent, WFCFCC, as an administrative agent for the Lenders, and Wells Fargo Bank, National Association (London Branch), as an administrative agent for the Lenders, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

**WHEREAS**, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement, dated as of December 21, 2010 (including all annexes, exhibits or schedules thereto, as amended, restated, supplemented or otherwise modified from time to time, 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 and the Bank Product Providers, 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:

1. **DEFINED TERMS**. All initially capitalized terms used herein (including in the preamble and recitals hereof) without definition shall have the meanings ascribed thereto in the Security Agreement or, if not defined therein, in the Credit Agreement (including Schedule 1.1 thereto).

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including, without limitation, those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) 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 Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

Notwithstanding the foregoing, the Trademark Collateral shall not include any Canadian or United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable law, provided that, with respect to United States intent-to-use trademark applications, upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of 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 Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. 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, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. 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.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. **CONSTRUCTION.** This Trademark Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement 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 refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement 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). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash or immediately available funds (or, (a) in the case of contingent reimbursement obligations with respect to Letters of Credit, providing Letter of Credit Collateralization, and (b) in the case of obligations with respect to Bank Products (other than Hedge Obligations), providing Bank Product Collateralization) of all of the Secured Obligations (including the payment of any termination amount then applicable (or which would or could become applicable as a result of the repayment of the other Secured Obligations) under Hedge Agreements provided by Hedge Providers) other than (i) unasserted contingent indemnification Secured Obligations, (ii) any Bank Product Obligations (other than Hedge Obligations) that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding without being required to be repaid or cash collateralized, and (iii) any Hedge Obligations that, at such time, are allowed by the applicable Hedge Provider to remain outstanding without being required to be repaid. Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record. The captions and headings are for convenience of reference only and shall not affect the construction of this Trademark Security Agreement.

8. **THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO (INCLUDING, WITHOUT LIMITATION, ANY CLAIM, CONTROVERSY OR DISPUTE (WHETHER ARISING UNDER CONTRACT LAW, TORT LAW OR OTHERWISE) ARISING UNDER OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT) SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WASHINGTON.**

9. **THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN KING COUNTY, STATE OF WASHINGTON; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.**

10. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY**

CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS TRADEMARK SECURITY AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.


11. EACH OF THE GRANTORS HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN KING COUNTY AND THE STATE OF WASHINGTON, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT. EACH OF THE GRANTORS HEREBY AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS TRADEMARK SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE AGENT MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS TRADEMARK SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST ANY GRANTOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

[signature pages follow.]


IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

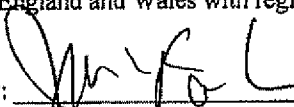
**EXPLORER HOLDINGS INC.**, a British Columbia corporation

By:   
Name: James D. McFarlane  
Title: President and  
Authorized Signatory

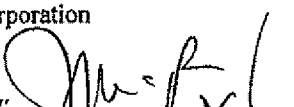
**EXPLORER SOFTWARE INC.**, a British Columbia corporation

By:   
Name: James D. McFarlane  
Title: President and  
Authorized Signatory

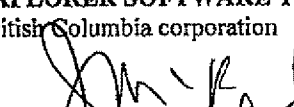
**REDSKY IT (HEMEL) LIMITED**, a company incorporated in England and Wales with registered number 1223977

By:   
Name: James D. McFarlane  
Title: President and  
Authorized Signatory

**EXPLORER SOFTWARE (ESI) INC.**, a British Columbia corporation

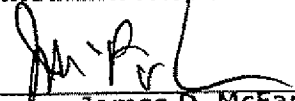
By:   
Name: James D. McFarlane  
Title: President and  
Authorized Signatory

**EXPLORER SOFTWARE TECHNOLOGIES INC.**, a British Columbia corporation

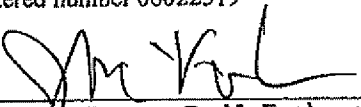
By:   
Name: James D. McFarlane  
Title: President and  
Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

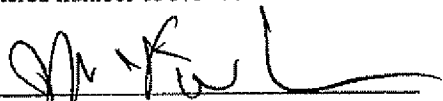
**EXPLORER GROUP UK LIMITED**, a company  
incorporated under the laws of England and Wales with  
registered number 06035493

By:   
Name: James D. McFarlane  
Title: President and  
Authorized Signatory

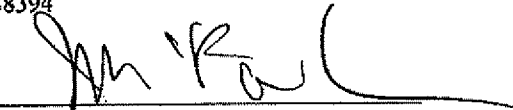
**EXPLORER HOLDINGS UK LIMITED**, a company  
incorporated under the laws of England and Wales with  
registered number 06022519

By:   
Name: James D. McFarlane  
Title: President and  
Authorized Signatory

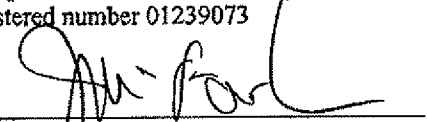
**REDSKY IT HOLDINGS LIMITED**, a company  
incorporated under the laws of England and Wales with  
registered number 03675476

By:   
Name: James D. McFarlane  
Title: President and  
Authorized Signatory

**REDSKY IT (CRICK) LIMITED**, a company incorporated  
under the laws of England and Wales with registered number  
02688394

By:   
Name: James D. McFarlane  
Title: President and  
Authorized Signatory

**COULSON HERON ASSOCIATES LIMITED**, a company  
incorporated under the laws of England and Wales with  
registered number 01239073

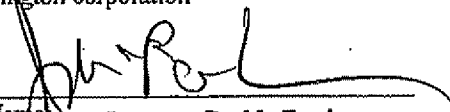
By:   
Name: James D. McFarlane  
Title: President and  
Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]


**TRADEMARK**  
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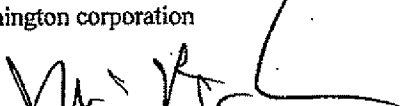
**EXPLORER SOFTWARE INTERNATIONAL, INC., a**  
Washington corporation

By:   
Name: **James D. McFarlane**  
Title: **President and  
Authorized Signatory**

**EXPLORER SOFTWARE TOTAL SYSTEMS CORP., a**  
Washington corporation

By:   
Name: **James D. McFarlane**  
Title: **President and  
Authorized Signatory**

**EXPLORER SOFTWARE TECHNOLOGIES CORP., a**  
Washington corporation

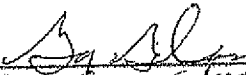
By:   
Name: **James D. McFarlane**  
Title: **President and  
Authorized Signatory**

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE  
CORPORATION CANADA, an Ontario  
corporation

By:   
Name: *Craig Gilmour*  
Title: *Vice President*

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 004438 FRAME: 0498

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<u>Owner/Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Application/Registration No.</u>	<u>Application/Registration Date</u>
Explorer Software Inc.	US	CONAC	Registration No.: 2152093	Registration Date: April 21, 1998
Explorer Software Technologies Inc.	US	ezDocs	Registration No.: 3363649	Registration Date: January 1, 2008

**Trade Names, Common Law Trademarks and Unregistered Trademarks**

Explorer  
 Explorer Software  
 Explorer Software Group  
 Explorer Construction Management Software  
 Explorer Total Construction Management System  
 TCMS  
 Contract Manager  
 Ferrell  
 Versyss  
 Trueline  
 TSC  
 Shafer's  
 Pivot

**Trademarks Not Currently In Use**

None

**Trademark Licenses**

None