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
TRITECH HOLDINGS INC.		12/23/2010	CORPORATION: DELAWARE
TRITECH SOFTWARE SYSTEMS		12/23/2010	CORPORATION: CALIFORNIA
INFORMATION MANAGEMENT CORPORATION		12/23/2010	CORPORATION: MASSACHUSETTS
TRITECH DELAWARE, LLC		12/23/2010	LIMITED LIABILITY COMPANY: DELAWARE
TRITECH EMERGENCY MEDICAL SYSTEMS INC.		12/23/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	WELLS FARGO CAPITAL FINANCE, LLC, as Agent
Street Address:	2450 Colorado Avenue, Suite 3000W
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

CH $140.00 3285635

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3285635	TRITECH SOFTWARE THAT SAVES LIVES
Registration Number:	3285634	TRITECH
Registration Number:	3043454	INFORMATION MANAGEMENT CORPORATION
Registration Number:	2988624	IMC
Registration Number:	2951142	IMC

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/TRITECH 73896.00072
NAME OF SUBMITTER:	Nancy Chow
Signature:	/Nancy Chow/
Date:	12/23/2010

Total Attachments: 13
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 23rd 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, LLC**, a Delaware limited liability company, in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 23, 2010 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among TriTech Holdings Inc., a Delaware corporation ("Parent"), TriTech Software Systems, a California corporation ("Borrower"), the lenders identified on the signature pages thereof (such lenders, together with their respective successors and permitted assigns, are referred to hereinafter each individually as a "Lender" and collectively as the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower 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 Borrower 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 23, 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. Except for any Excluded 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 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.

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

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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 and any unasserted contingent expense reimbursement Secured Obligations that, at such time, have not been incurred, (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 SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

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 THE COUNTY OF NEW YORK, STATE OF NEW YORK; 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.**

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11. **EACH OF THE GRANTORS HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK AND THE STATE OF NEW YORK, 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 page follows]

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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:

TRITECH HOLDINGS INC.,
a Delaware corporation

By: _____
Name: Blake Clark
Title: Chief Financial Officer, Treasurer and Secretary

TRITECH SOFTWARE SYSTEMS,
a California corporation

By: _____
Name: Blake Clark
Title: Chief Financial Officer, Treasurer and Secretary

INFORMATION MANAGEMENT CORPORATION,
a Massachusetts corporation

By: _____
Name: Blake Clark
Title: Treasurer, Secretary and Clerk

TRITECH DELAWARE, LLC,
a Delaware limited liability company

By: _____
Name: Blake Clark
Title: Treasurer and Secretary

TRITECH EMERGENCY MEDICAL SYSTEMS INC.,
a Delaware corporation

By: _____
Name: Blake Clark
Title: Treasurer, Secretary and Clerk

AGENT:

WELLS FARGO CAPITAL FINANCE, LLC,
a Delaware limited liability company

By:
Name: ALEX HECHLER
Title DIRECTOR

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
TriTech Software Systems	USA	TRITECH SOFTWARE THAT SAVES LIVES	78/705,596 3,285,635	9/1/2005 8/28/2007
TriTech Software Systems	USA	TRITECH	78/705,582 3,285,634	9/1/2005 8/28/2007
Information Management Corporation	USA	Information Management Corporation	76,582,788 3,043,454	3/22/2004 1/17/2006
Information Management Corporation	USA	Information Management Corporation	76,582,182 2,988,624	3/22/2004 8/30/2005
Information Management Corporation	USA	Information Management Corporation Logo (vertical)	76,582,183 2,951,142	3/22/2004 5/17/2005

Trade Names

NONE

Common Law Trademarks

NONE

Trademarks Not Currently In Use

NONE

Trademark Licenses

TriTech Software Systems Subcontractor/Partner Agreements:

Vendor:	**Agreement:**	**Products:**
Advanced Public Safety	Reseller	APS PocketCitation (handheld ticketing system) APS QuickCrash (electronic crash/accident application) APS QuickData (electronic transmission of field data) APS QuickTicket (mobile computer ticketing system) APS QuickVoice (voice response for mobile software)
BMC Software	Reseller	AppSite (performance analysis software)
BioKey (Aether)	Reseller	SunPro, PacketCluster (Inactive)
Bradshaw Consulting Services (BCS)	Reseller	MARVLIS (deployment monitor), Crime Analysis Tools (CAT); Fire Analysis Tools (FAT)
CAD North	Reseller	AlertLine
CommSys	Reseller	ConnectCIC interface software tools
Deccan International	Reseller Agreement	Live MUM
Dell	Remarketer Agreement	Resell Dell equipment
Denali Solutions, LLC	Reseller Agreement and related agreements	InPURSUIT RMS application software
Emergency Technologies, Inc. ("ETI")	Reseller agreement and related agreements	Fire/EMS RMS
ESRI	Reseller agreement and related agreements	Mapping software
Epproach	Reseller agreement	Wireless broadband solutions
GIS Data Resources	Reseller	Mapping conversion services; mapping software

Vendor:	Agreement:	Products:
High Plains Information Systems, Inc.	Reseller agreement and related agreements	FireManager™ software products FireRMS (Inactive)
Hewlett-Packard Company	Reseller	TriTech Software Systems resells HP/Compaq equipment
Khidmat Certas	Teaming Agreement	Maylasia opportunity (Inactive)
Medical Priority Consultants, Inc.	Marketing Agreement and related agreements	Developing and licensing the Medical Priority Dispatch System ("MPDS")
Microsoft	Reseller	TriTech Software Systems resells Microsoft Office applications
Patron Systems (formerly IDK Enterprises, (d.b.a. NETdelivery)	Reseller and related agreements	FormStream and FormStream Mobile software. (Inactive)
Orion Communications	Reseller	TriTech Software Systems resells Orion's public safety software modules
Pervasive	Reseller Agreement	PSQL OS for Imc
PowerPhone	Reseller Agreement	Computer aided call handling software
Principal Decision Systems International, Inc.	Reseller agreement and related agreements	TeleStaff software (Inactive)
Priority Dispatch	Reseller	ProQA, Aqua
Radio IP Software, Inc.	Reseller	Radio IP Multi-Access Gateway Radio IP Mobility Manager Radio IP Mobile TCP/IP Gateway Radio IP RadioRoam Radio IP TX/RX
River Chase	Reseller	Radio interface software application
Snowbound	Distributor Agreement for Information Management Corporation	Imaging software

Vendor:	Agreement:	Products:
Stout Solutions (First Watch)	Software Development and Licensing Agreement and Reseller Agreement	Demand Analysis Reporting Utility
Stratus Technologies, Inc.	Reseller	Stratus ftServers and support
TeleAtlas	Reseller	Dynamap (mapping software)
US Digital	Reseller	Station alerting (vendor P.O. re. San Antonio)