

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
SUMTOTAL SYSTEMS, INC.		12/30/2010	CORPORATION: DELAWARE
GEOLEARNING, INC.		12/30/2010	CORPORATION: DELAWARE
SOFTSCAPE SOFTWARE LLC		12/30/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	BANK OF MONTREAL, as Administrative Agent
Street Address:	115 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 44

Property Type	Number	Word Mark
Registration Number:	3110071	SUMTOTAL
Registration Number:	2363999	PHOENIX
Registration Number:	2250625	PATHLORE
Registration Number:	2189677	PATHLORE
Registration Number:	1779539	ON TRACK FOR TRAINING
Registration Number:	1581290	TOOLBOOK
Registration Number:	1545236	PREFERENCE
Registration Number:	3296604	RESULTSONDEMAND
Registration Number:	3147773	VISUAL 360
Registration Number:	3101043	TOGO
Registration Number:	3023658	FROM THE TOP DESK TO EVERY DESKTOP
Registration Number:	2986031	ASPEN

OP \$1115.00 3110071

Registration Number:	2845734	DOCENT PEAK PERFORMANCE
Registration Number:	1899608	DATABOND
Registration Number:	1631388	REGISTRAR
Registration Number:	1149783	PHOENIX
Serial Number:	77951472	TALENT MOBILITY
Serial Number:	77879513	SECURE-SAAS
Registration Number:	3660714	TALENTNET
Registration Number:	3660712	SOFTSCAPE TALENTNET
Registration Number:	3645695	DRIVING BUSINESS PERFORMANCE
Registration Number:	3609266	PEOPLE MANAGEMENT
Registration Number:	3361527	PEOPLE MANAGEMENT EXPERTS
Registration Number:	3494542	SOFTSCAPE
Registration Number:	3364319	CASEONE
Registration Number:	3520979	TALENT RESOURCE PLANNING
Registration Number:	3238099	SOFTSCAPE APEX
Registration Number:	3174697	TALENT RESOURCE PLANNING
Registration Number:	3155114	APEX
Registration Number:	3054556	RECRUITSCAPE
Registration Number:	2976403	LIGHTYEAR
Registration Number:	2530208	ACHIEVEMENTPLUS
Registration Number:	2189695	SOFTSCAPE QUICKFIND
Registration Number:	2182668	SOFTSCAPE DESKTOP LIBRARY
Registration Number:	2181095	SOFTSCAPE POWERFOLDER
Registration Number:	2154170	SOFTSCAPE EXPLORER PLUS
Registration Number:	2114642	SOFTSCAPE WORKSPACE
Registration Number:	2064124	SOFTSCAPE QUICKFIND
Registration Number:	2058213	SOFTSCAPE
Serial Number:	85134655	GEOLEARNING
Registration Number:	3847511	GEOLEARNING OUTSMART. OUTMANEUVER. OUTPERFORM.
Registration Number:	3668736	GEO ON-DEMAND
Registration Number:	3621880	GEO MAESTRO
Registration Number:	2396191	GEOLEARNING

CORRESPONDENCE DATA

TRADEMARK
REEL: 004446 FRAME: 0430

Fax Number: (312)863-7806
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-863-7198
Email: nancy.brougher@goldbergkohn.com
Correspondent Name: Nancy Brougher
Address Line 1: Goldberg Kohn Ltd.
Address Line 2: 55 East Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	3630.099
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	01/04/2011

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") dated as of December 30, 2010, among SUMTOTAL SYSTEMS, INC., a Delaware corporation ("Borrower"), GEOLEARNING, INC., a Delaware corporation ("GeoLearning"), and SOFTSCAPE SOFTWARE LLC, a Delaware limited liability company ("Softscape") (Softscape, GeoLearning and Borrower are referred to herein each as a "Grantor", and collectively as the "Grantors"), in favor of BANK OF MONTREAL, as administrative agent ("Administrative Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Borrower, the guarantors from time to time party thereto, Administrative Agent and the lenders from time to time party thereto ("Lenders"), Administrative Agent and Lenders have agreed to make certain loans and other financial accommodations for the benefit of Borrower; and

WHEREAS, Administrative Agent and Lenders are willing to make the loans and other financial accommodations as provided for in the Credit Agreement on the condition, among others, that each Grantor shall have executed and delivered to Administrative Agent (a) that certain Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among Grantors and Administrative Agent and (b) to the extent applicable, this 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 capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement. The term "Trademarks" shall mean any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 1 attached hereto, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of each Grantor's business symbolized by the foregoing or connected therewith, and (vi) all of each Grantor's rights corresponding thereto throughout the world.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Obligations, each Grantor hereby grants to Administrative Agent a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following included in the Collateral, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. AGREEMENT; SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative 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 conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

4. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

5. SEVERABILITY. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.


6. ASSIGNMENTS. This Agreement shall create a continuing lien on and security interest in the Trademark Collateral and shall be binding upon each Grantor and its successors and assigns and shall inure to the benefit of the Administrative Agent and its successors and permitted assigns.

7. GOVERNING LAW. This Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of Illinois.

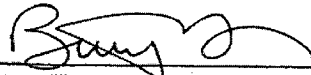
[signature page follows]

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

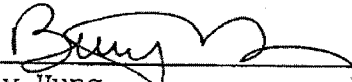
SUMTOTAL SYSTEMS, INC.

By: 
Name: Betty Hung
Title: Chief Financial Officer

SOFTSCAPE SOFTWARE LLC

By: 
Name: Betty Hung
Title: Chief Financial Officer

GEOLEARNING, INC.

By: 
Name: Betty Hung
Title: Chief Financial Officer

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

SUMTOTAL SYSTEMS, INC.

By: _____
Name: _____
Title: _____

SOFTSCAPE SOFTWARE LLC

By: _____
Name: _____
Title: _____

GEOLEARNING, INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF MONTREAL, as Administrative Agent

By Aleen M Hartje _____
Name Aleen Hartje _____
Title Director _____

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	FIRST USE DATE	OWNER INFORMATION
Sumtotal	78351840	Registered	3110071	06/27/06	03/19/04	SumTotal Systems, Inc.
Phoenix	75600709	Renewed	2363999	07/04/00	02/28/79	SumTotal Systems, Inc.
Pathlore	75977394	Renewed	2250625	06/01/99	02/96	SumTotal Systems, Inc.
Pathlore	75079012	Renewed	2189677	09/15/98	02/96	SumTotal Systems, Inc.
On Tract for Training	74201543	Renewed	1779539	06/29/93	10/91	SumTotal Systems, Inc.
Toolbook	73809874	Renewed	1581290	02/06/90	06/13/89	SumTotal Systems, Inc.
Preference	73759135	Renewed	1545236	06/27/89	08/31/88	SumTotal Systems, Inc.
ResultsonDemand	77061676	Registered	3296604	09/25/07	03/18/04	SumTotal Systems, Inc.
Visual 360	78590640	Registered	3147773	09/26/06	09/04/96	SumTotal Systems, Inc.
TOGO	76240550	Registered	3101043	06/06/06	01/01/01	SumTotal Systems, Inc.
From the Top Desk to Every Desktop	78517812	Registered	3023658	12/06/05	08/01/04	SumTotal Systems, Inc.
Aspen	78075704	Registered	2986031	08/16/05	09/14/01	SumTotal Systems, Inc.
Docent Peak Performance	76396273	Registered	2845734	05/25/04	03/05/02	SumTotal Systems, Inc.
Databond	74270784	Renewed	1899608	06/13/95	08/29/94	SumTotal Systems, Inc.

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	FIRST USE DATE	OWNER INFORMATION
Registrar	73833039	Renewed	1631388	01/15/91	05/24/84	Pathlore Cupertino, Inc.
Phoenix	73207444	Renewed	1149783	03/31/81	02/79	SumTotal Systems, Inc.
Talent Mobility	77951472	Pending – Application filed 04/05/10	NA	NA	02/22/10	Softscape Software, LLC
Secure-SAAS	77879513	Pending – Application filed 11/24/09	NA	NA	07/01/09	Softscape Software, LLC
TalentNet	77654164	Registered	3660714	07/28/09	01/01/09	Softscape Software, LLC
Softscape TalentNet	77654130	Registered	3660712	07/28/09	01/01/09	Softscape Software, LLC
Driving Business Performance	77449644	Registered	3645695	06/30/09	01/31/08	Softscape Software, LLC
People Management	77121913	Registered	3609266	04/21/09	01/01/08	Softscape Software, LLC
People Management Experts	77121903	Registered	3361527	01/01/08	01/01/07	Softscape Software, LLC
Softscape	77049970	Registered	3494542	09/02/08	09/15/06	Softscape Software, LLC
Caseone	77025963	Registered	3364319	01/08/08	03/01/99	Softscape Software, LLC
Talent Resource Planning	76400743	Registered	3520979	10/21/08	04/24/02	Softscape Software, LLC
Softscape Apex	78554890	Registered	3238099	05/01/07	01/27/05	Softscape Software, LLC
Talent Resource Planning	78167151	Registered	3174697	11/21/06	2002	Softscape Software, LLC
Apex	78555192	Registered	3155114	10/10/06	01/27/05	Softscape Software, LLC
Recruitscape	78556801	Registered	3054556	01/31/06	11/01/04	Softscape Software, LLC
Lightyear	75886362	Registered	2976403	07/26/05	11/16/98	Softscape Software, LLC
Achievementplus	75576288	Renewed	2530208	01/15/02	01/15/97	Softscape Software, LLC
Softscape Quickfind	75097523	Renewed	2189695	09/15/98	05/20/96	Softscape Software, LLC
Softscape Desktop Library	75050549	Renewed	2182668	08/18/98	05/20/96	Softscape Software, LLC
Softscape Powerfolder	75097833	Renewed	2181095	08/11/98	05/20/96	Softscape Software, LLC
Softscape Explorer Plus	75097832	Renewed	2154170	04/28/98	05/20/96	Softscape Software, LLC
Softscape Workspace	75050330	Renewed	2114642	11/18/97	05/20/96	Softscape Software, LLC

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	FIRST USE DATE	OWNER INFORMATION
Softscape Quickfind	75050548	Renewed	2064124	05/20/97	03/31/96	Softscape Software, LLC
Softscape	74709271	Renewed	2058213	04/29/97	04/30/96	Softscape Software, LLC
GeoLearning	85134655	Pending – Application filed 09/21/10	NA	NA	01/01/00	GeoLearning, Inc.
GeoLearning Outsmart. Outmaneuver. Outperform.	77926977	Registered	3847511	09/14/10	01/22/10	GeoLearning, Inc.
Geo On-Demand	77603338	Registered	3668736	08/18/09	10/27/08	GeoLearning, Inc.
Geo Maestro	77462720	Registered	3621880	05/19/09	09/02	GeoLearning, Inc.
GeoLearning	75388713	Renewed	2396191	10/17/00	1998	GeoLearning, Inc.