

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT														
NATURE OF CONVEYANCE:	SECURITY INTEREST														
CONVEYING PARTY DATA															
<table border="1"><thead><tr><th>Name</th><th>Formerly</th><th>Execution Date</th><th>Entity Type</th></tr></thead><tbody><tr><td>Rivermine Software, Inc.</td><td></td><td>12/23/2010</td><td>CORPORATION: DELAWARE</td></tr><tr><td>MBG Expense Management, LLC</td><td></td><td>12/23/2010</td><td>LIMITED LIABILITY COMPANY: NEW YORK</td></tr></tbody></table>	Name	Formerly	Execution Date	Entity Type	Rivermine Software, Inc.		12/23/2010	CORPORATION: DELAWARE	MBG Expense Management, LLC		12/23/2010	LIMITED LIABILITY COMPANY: NEW YORK			
Name	Formerly	Execution Date	Entity Type												
Rivermine Software, Inc.		12/23/2010	CORPORATION: DELAWARE												
MBG Expense Management, LLC		12/23/2010	LIMITED LIABILITY COMPANY: NEW YORK												
RECEIVING PARTY DATA															
Name:	Wells Fargo Capital Finance, LLC, as Agent														
Street Address:	One Boston Place														
City:	Boston														
State/Country:	MASSACHUSETTS														
Postal Code:	02108														
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE														
PROPERTY NUMBERS Total: 1															
<table border="1"><thead><tr><th>Property Type</th><th>Number</th><th>Word Mark</th></tr></thead><tbody><tr><td>Serial Number:</td><td>78343986</td><td>RIVERMINE</td></tr></tbody></table>	Property Type	Number	Word Mark	Serial Number:	78343986	RIVERMINE									
Property Type	Number	Word Mark													
Serial Number:	78343986	RIVERMINE													
CORRESPONDENCE DATA															
Fax Number: (617)526-9899 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>															
Phone: 617-526-9478															
Email: dcassinelli@proskauer.com															
Correspondent Name: Diane Cassinelli															
Address Line 1: Proskauer Rose LLP															
Address Line 2: One International Place															
Address Line 4: Boston, MASSACHUSETTS 02110															
ATTORNEY DOCKET NUMBER:	76751-020														
NAME OF SUBMITTER:	Diane Cassinelli														
Signature:	/Diane Cassinelli/														

TRADEMARK

900180776

REEL: 004448 FRAME: 0855

CH \$40.00 78343986

Date:

01/07/2011

Total Attachments: 6

source=TM Security Agreement#page1.tif

source=TM Security Agreement#page2.tif

source=TM Security Agreement#page3.tif

source=TM Security Agreement#page4.tif

source=TM Security Agreement#page5.tif

source=TM Security Agreement#page6.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 23rd day of December, 2010, between each Grantor listed on the signature pages hereof (each a "Grantor" and collectively the "Grantors") and WELLS FARGO CAPITAL FINANCE, LLC (f/k/a Wells Fargo Foothill, LLC), in its capacity as Agent for the Lender Group and the Bank Product Providers (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of March 28, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Emptoris, Inc., a Delaware corporation ("Parent"), and each of Parent's Subsidiaries party thereto (such Subsidiaries, together with Parent, collectively, jointly and severally, the "Borrower"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group made certain financial accommodations available to Borrower pursuant to the terms and conditions thereof;

WHEREAS, the Borrower desires to acquire Rivermine Software, Inc. as a Subsidiary, which is prohibited by the terms of the Credit Agreement;

WHEREAS, the Borrower has requested that the Lender Group execute that certain Limited Consent to Credit Agreement, dated as of the date hereof (the "Limited Consent");

WHEREAS, the members of the Lender Group are willing to execute the Limited Consent, but only upon the condition, among others, that each Grantor shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Supplement to Security Agreement dated of even date herewith (the "Supplement"), the Supplement sufficient to make each Grantor a "Grantor" under the Security Agreement (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, each Grantor is 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 capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing first priority security interest (subject to Permitted Liens) in all of such 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 Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

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

(e) all products and proceeds 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 Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License; provided that the Trademark Collateral shall not include and shall specifically exclude any and all Excluded Property.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all 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 Obligations and would be owed by the 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 interests granted pursuant to this Trademark Security Agreement are 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.

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. Such Grantor 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 each Grantor's obligations under this Section, each Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of such 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, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.


7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document 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 or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document 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). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Providers to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[signature page follows]

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

RIVERMINE SOFTWARE, INC

By: _____

Name: Nick Kaiser

Title: President and Chief Executive Officer

MBG EXPENSE MANAGEMENT, LLC

By: _____

Name: Nick Kaiser


Title: President and Chief Executive Officer

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004448 FRAME: 0860

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE, LLC,
as Agent

By: 
Name: DAVID Sanchez
Title: Director

SCHEDULE I

Trademark Registrations/Applications


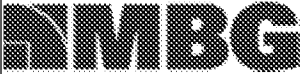
US Trademarks

Trademark	Status	Serial No./ Reg. No.	Filing Date/ Reg. Date	Intl'l Class(es)
RIVERMINE	Registered	78-343986 2,999,111	12/21/2003 09/20/2005	9, 42

Foreign Trademarks – Rivermine Software, Inc.

Country	Trademark	Status	Reg. No.	Filing Date/ Reg. Date	Intl'l Class(es)
European Union	RIVERMINE	Registered	3882701	06/20/2004 10/31/2005	9, 35, 38, 42

Common Law Marks

Trademark
RIVERMINE & Design

CELLector
MBG
MBG & Design


Trademarks Not Currently In Use

Rivermine Software, Inc.

None

MBG Expense Management, LLC

None.