

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

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|--|----------------------------------|-------------------------------|------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE BY SECURED PARTY | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| BANK OF MONTREAL, AS ADMINISTRATIVE AGENT | | 12/22/2010 | CHARTERED BANK: CANADA |
| RECEIVING PARTY DATA | | | |
| Name: | MANAGESOFT CORPORATION | | |
| Street Address: | 1000 E Woodfield Road, Suite 400 | | |
| City: | Schaumburg | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60173 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3614077 | ENTERPRISE COMPLIANCE MANAGER | |
| Serial Number: | 77386795 | ENTERPRISE DEPLOYMENT MANAGER | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (212)446-4900 | | |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | | |
| Email: | susan.zablocki@kirkland.com | | |
| Correspondent Name: | Susan Zablocki | | |
| Address Line 1: | Kirkland & Ellis LLP | | |
| Address Line 2: | 601 Lexington Avenue | | |
| Address Line 4: | New York, NEW YORK 10022 | | |
| ATTORNEY DOCKET NUMBER: | 22891-17 | | |
| NAME OF SUBMITTER: | Susan Zablocki | | |
| Signature: | /susan zablocki/ | | |

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TRADEMARK
REEL: 004457 FRAME: 0379

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Date:

01/20/2011

Total Attachments: 2

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RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

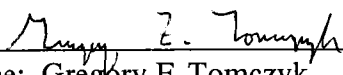
WHEREAS, pursuant to that certain Trademark Collateral Agreement, dated April 30, 2010 (the "*Trademark Collateral Agreement*"), recorded in the United States Patent and Trademark Office on May 3, 2010 at Reel 004197, Frame 0436, **ManageSoft Corporation** ("*Releasee*"), a Delaware corporation, granted to **Bank of Montreal** ("*Releasor*"), a Canadian chartered bank, as administrative agent for the Secured Creditors (as defined in that certain Security Agreement, dated April 1, 2008, by and among Releasee, the other debtors party thereto and Releasor, as amended, modified, supplemented or restated from time to time (the "*Security Agreement*")), a continuing security interest in (i) each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and (ii) all proceeds of the foregoing, including without limitation, any claim by Releasee against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark or trademark registration, in each case together with the right to sue for and collect said damages (collectively, the "*Collateral*"); and

WHEREAS, Releasee has requested and Releasor has agreed to provide a document suitable for recording in the United States Patent and Trademark Office for purposes of recording the release, relinquishment and discharge of its lien on and security interest in the Collateral.

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, the adequacy, receipt and sufficiency of which are hereby acknowledged, Releasor hereby relinquishes, releases and discharges its lien(s) on and security interest(s) in or to, and any and all other rights in the Collateral, and any other trademark, trademark registration and trademark application, that Releasor has, had or could have had pursuant to the Trademark Collateral Agreement or the Security Agreement, and hereby terminates the Trademark Collateral Agreement and the Security Agreement. Releasor hereby further authorizes Releasee to take any and all actions, including filing and recording this document with any and all appropriate governmental authorities, to effect and further document the release made hereby.

IN WITNESS WHEREOF, the Releasor has caused this Release of Security Interest in Trademark Collateral to be duly executed as of December 22, 2010.

BANK OF MONTREAL, as Agent

By: 
Name: Gregory F. Tomczyk
Title: Vice President

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

| TRADEMARK | COUNTRY | FILING DATE | APPLICATION NUMBER | REGISTRATION NUMBER | REGISTRATION DATE |
|-------------------------------|---------|------------------|--------------------|---------------------|-------------------|
| ENTERPRISE COMPLIANCE MANAGER | US | February 1, 2008 | 77386804 | 3614077 | April 28, 2009 |
| ENTERPRISE DEPLOYMENT MANAGER | US | February 1, 2008 | 77386795* | N/A | N/A |

*Application Abandoned on December 15, 2008.