

TRADEMARK ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Consona Corporation	FORMERLY Cimnet Systems, Inc.	05/28/2010	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Wells Fargo Capital Finance, LLC, as agent		
Street Address:	2450 Colorado Avenue		
Internal Address:	Suite 3000		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85182116	CIMNET	
CORRESPONDENCE DATA			
Fax Number:	(212)593-5955		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212-756-2552		
Email:	marisa.davidson@srz.com		
Correspondent Name:	M. Davidson c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	22nd Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	025983-0165		
NAME OF SUBMITTER:	Marisa Davidson (025983-0165)		
Signature:	/kc for md/		

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TRADEMARK
REEL: 004457 FRAME: 0754

CH \$40.00 85182116

Date:

01/20/2011

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 28th day of May, 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 ("WFCF"), 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").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Consona Corporation, a Delaware corporation, as parent ("Parent"), Consona ERP, Inc., an Indiana corporation, as borrower ("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"), 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 are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, 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 May 28, 2010 (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, 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 but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

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 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 anything contained in this Trademark Security Agreement to the contrary, the term "Trademark Collateral" shall not include (i) any rights or interest in any contract, lease, permit, license, or license agreement covering real or personal property of any Grantor if under the terms of such contract, lease, permit, license, or license agreement, or applicable law with respect thereto, the grant of a security interest or lien therein is prohibited as a matter of law or under the terms of such contract, lease, permit, license, or license agreement and such prohibition or restriction has not been waived or the consent of the other party to such contract, lease, permit, license, or license agreement has not been obtained (provided, that, (A) the foregoing exclusions of this clause (i) shall in no way be construed (1) to apply to the extent that any described prohibition or restriction is unenforceable under Section 9-406, 9-407, 9-408, or 9-409 of the Code or other applicable law, or (2) to apply to the extent that any consent or waiver has been obtained that would permit Agent's security interest or lien notwithstanding the prohibition or restriction on the pledge of such contract, lease, permit, license, or license agreement and (B) the foregoing exclusions of this clause (i) shall in no way be construed to limit, impair, or otherwise affect any of Agent's, any other member of the Lender Group's or any Bank Product Provider's continuing security interests in and liens upon any rights or interests of any Grantor in or to (1) monies due or to become due under or in connection with any described contract, lease, permit, license, license agreement, or Stock (including any Accounts or Stock), or (2) any proceeds from the sale, license, lease, or other dispositions of any such contract, lease, permit, license, license agreement, or Stock) or (ii) any 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 federal law, provided that upon submission and acceptance by the PTO 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 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, in the case of Letters of Credit or Bank Products, providing Letter of Credit Collateralization or Bank Product Collateralization, as applicable) of all Secured Obligations other than unasserted contingent indemnification Secured Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Provider 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.

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 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.

[SIGNATURE PAGE FOLLOWS]

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:


CONSONA CORPORATION, a Delaware corporation

By: 
Name:
Title:

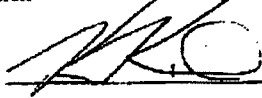
CONSONA ERP, INC., an Indiana corporation

By: 
Name:
Title:


CAPRI CORP., a Minnesota corporation

By: 
Name:
Title:

CIMNET SYSTEMS, INC., an Illinois corporation

By: 
Name:
Title:

CIMNET SYSTEMS SERVICES, LLC, an Illinois limited liability company

By: 
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

CSI-1, LLC, an Illinois limited liability company

By: 

Name:
Title:

CSI-2, INC., an Illinois corporation

By: 

Name:
Title:

CONSONA CRM INC., a Washington
corporation

By: 

Name:
Title:

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

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

By: _____

Name: _____

Title: _____

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
Trademark Registrations/Applications


Consona ERP, Inc.


Country	Trademark	REGD/FILE DT	REG#/APPL#	STATUS
UNITED STATES	AXIOM	4/20/1993	1,765,699	REGISTERED
AUSTRALIA	CONSONA	8/21/2008	954511	REGISTERED
CANADA	CONSONA	8/2/2007	1,358,824	PENDING
CHINA	CONSONA	8/3/2007	N/A	PENDING
EUROPEAN UNION	CONSONA	3/20/2008	954511	REGISTERED
HONG KONG	CONSONA	8/2/2007	300926415	PENDING
INDIA	CONSONA	8/7/2007	1587593	PENDING
JAPAN	CONSONA	8/3/2007	954511	REGISTERED
MEXICO	CONSONA	8/12/2008	1053501	REGISTERED
MEXICO	CONSONA	7/18/2008	1050447	REGISTERED
SINGAPORE	CONSONA	6/26/2008	954511	REGISTERED
THAILAND	CONSONA	8/6/2007	Kor295610	REGISTERED
THAILAND	CONSONA	8/6/2007	Bor41022	REGISTERED
UNITED STATES	CONSONA	11/11/2008	3,531,657	REGISTERED
WIPO	CONSONA	8/3/2007	954 511	REGISTERED
UNITED STATES	ENCOMPIX	12/2/2003	2,789,146	REGISTERED
UNITED STATES	INFIMACS II	3/25/2008	3,403,198	REGISTERED
EUROPEAN UNION	M2M	10/20/2000	1912955	REGISTERED
UNITED STATES	M2M	6/11/2002	2,577,527	REGISTERED
CANADA	MADE2MANAGE	1/14/1999	TMA506,567	REGISTERED
EUROPEAN UNION	MADE2MANAGE	5/21/1999	1180876	REGISTERED
MEXICO	MADE2MANAGE	10/23/1998	590615	REGISTERED
MEXICO	MADE2MANAGE	10/23/1998	590616	REGISTERED
UNITED STATES	MADE2MANAGE	6/19/1990	1,602,007	REGISTERED
UNITED STATES	SUPPLYWORKS	3/26/2002	2,551,505	REGISTERED
UNITED STATES	SUPPLYWORKS	3/21/2000	2,333,486	REGISTERED
UNITED STATES	NOTIFIER*	4/21/1998	2,151,683	REGISTERED
UNITED STATES	TIME2VALUE*	08/22/00	2,379,757	REGISTERED

*To be abandoned by Consona ERP, Inc. upon renewal date.

Consona CRM Inc.




Country	Trademark	REGD/FILE DT	REG#/APPL#	STATUS
UNITED STATES	ACTIVE	8/10/2004	2,871,383	REGISTERED
UNITED STATES	ACTIVE DECISIONS	4/13/2004	2,832,415	REGISTERED
UNITED STATES	COGNITIVE PROCESSOR	9/12/1995	1,919,047	REGISTERED
CANADA	CORE NETWORKS	6/23/2000	TMA529725	REGISTERED
	CoreOS			
CANADA		5/4/2001	TMA544538	REGISTERED

Country	Trademark	REGD/FILE DT	REG#/APPL#	STATUS
UNITED STATES		1/13/2004	2,805,234	REGISTERED
JAPAN	CORE NETWORKS	1/23/2004	4742531	REGISTERED
UNITED STATES	DNA	3/1/2005	2,929,050	REGISTERED
UNITED STATES	DNA PROBE	12/14/2004	2,911,313	REGISTERED
UNITED STATES	HOMENET	12/27/2005	3,036,467	REGISTERED
CHINA	INMASYS	2/28/2008	4634564	REGISTERED
AUSTRALIA	KANISA	11/28/2001	896488	REGISTERED
CANADA	KANISA	5/20/2003	TMA581938	REGISTERED
EUROPEAN UNION	KANISA	7/25/2003	002481331	REGISTERED
JAPAN	KANISA	1/28/2000	4356366	REGISTERED
MEXICO	KANISA	8/21/2002	759698	REGISTERED
MEXICO	KANISA	8/21/2002	759698	REGISTERED
MEXICO	KANISA	8/21/2002	759700	REGISTERED
MEXICO	KANISA	8/21/2002	759699	REGISTERED
SWITZERLAND	KANISA	11/29/2001	501574	REGISTERED
UNITED STATES	KANISA	2/24/2004	2,817,905	REGISTERED
EUROPEAN UNION	KNOVA	5/6/2005	4428355	REGISTERED
GERMANY	KNOVA	9/29/2005	30527194	REGISTERED
UNITED KINGDOM	KNOVA	10/28/2005	2391222	REGISTERED
UNITED STATES	KNOVA	6/6/2006	3,102,180	REGISTERED
JAPAN	KNOVA SOFTWARE	5/18/2007	5048368	REGISTERED
UNITED STATES	LIVEASSIST	5/9/2006	3,090,946	REGISTERED
AUSTRALIA	ONYX	6/11/1996	710520	REGISTERED
EUROPEAN UNION	ONYX	10/27/2000	268227	REGISTERED
INDIA	ONYX	2/18/1997	734217	PENDING
INDONESIA	ONYX	12/3/1997	407,064	REGISTERED
MALAYSIA	ONYX	5/13/2008	97/05754	REGISTERED
NEW ZEALAND	ONYX	6/18/1999	272,254	REGISTERED
SINGAPORE	ONYX	5/28/2003	T97/02283A	REGISTERED
SOUTH AFRICA	ONYX	6/27/1997	97/09569	REGISTERED
SWITZERLAND	ONYX	3/2/1998	449658	REGISTERED
UNITED STATES	ONYX	7/2/1996	1,983,432	REGISTERED
UNITED STATES	SERVICEWARE	12/28/1999	2,303,097	REGISTERED
UNITED STATES	SMARTACCESS	4/19/2005	2,943,207	REGISTERED
UNITED STATES	SMARTISSUE	2/3/2004	2,811,109	REGISTERED
UNITED STATES	SMARTRESULT	11/30/2004	2,906,891	REGISTERED
UNITED STATES	SUPPORTACTION	5/10/2005	2,948,263	REGISTERED
UNITED STATES	SUPPORTACTION	5/17/2005	2,951,959	REGISTERED
AUSTRALIA	SUPPORTSOFT	2/3/2003	926554	REGISTERED
CANADA	SUPPORTSOFT	1/20/2005	TMA630,673	REGISTERED
CHINA	SUPPORTSOFT	2/21/2006	3305346	REGISTERED
EUROPEAN UNION	SUPPORTSOFT	11/19/2003	2685436	REGISTERED
HONG KONG	SUPPORTSOFT	3/13/2002	2003b08573	REGISTERED
INDIA	SUPPORTSOFT	9/11/2002	1132499	REGISTERED
MALAYSIA	SUPPORTSOFT	3/13/2002	02011248	REGISTERED
NEW ZEALAND	SUPPORTSOFT	2/3/2003	664635	REGISTERED
SINGAPORE	SUPPORTSOFT	3/13/2002	T02/14065C	REGISTERED
SOUTH AFRICA	SUPPORTSOFT	9/10/2002	2002/13724	PENDING

Country	Trademark	REGD/FILED	REG#/APPL#	STATUS
SOUTH KOREA	SUPPORTSOFT	12/17/2003	8894	REGISTERED
TAIWAN	SUPPORTSOFT	7/16/2003	01050454	REGISTERED
UNITED KINGDOM	SUPPORTSOFT	4/2/2002	2296798	REGISTERED
UNITED STATES	SUPPORTSOFT	11/11/2003	2,783,201	REGISTERED
UNITED STATES	SUPPORTSOFT	12/23/2003	2,799,210	REGISTERED
UNITED STATES	SUPPORTSOFT	6/24/2003	2,729,784	REGISTERED
JAPAN		1/21/2005	4834758	REGISTERED
UNITED STATES	SUPPORTTRIGGER	5/17/2005	2,952,126	REGISTERED
UNITED STATES	TOTAL ASSIST	3/29/2005	2,936,060	REGISTERED
UNITED STATES	RESOLUTION SUITE**	1/6/2004	2,802,905	REGISTERED
UNITED STATES	ACTIVE FINANCIAL ASSISTANT**	12/9/2003	2,791,084	REGISTERED
UNITED STATES	ACTIVE SALES ASSISTANT **	12/9/2003	2,791,085	REGISTERED
UNITED STATES	Design**	2/10/2004	2,812,107	REGISTERED

**To be abandoned by Consona CRM Inc. upon renewal date.

Cimnet Systems, Inc.

Country	Trademark	REGD/FILED	REG#/APPL#	STATUS
GERMANY	CIMNET	6/29/1994	2069586	REGISTERED
				
CHINA	CIMNET	4/29/2005	46345635	PENDING
UNITED STATES		2/4/2003	2,682,880	REGISTERED
UNITED STATES		3/21/2006	3,071,439	REGISTERED
CHINA	PARADIGM	5/7/2006	3886905	REGISTERED
UNITED STATES	PARADIGM	1/26/1993	1,748,175	REGISTERED

Trade Names

AXIS, RELEVANT, MAX, DTR, THE MANUFACTURING MANAGER, INTUITIVE, NAVIPOINT, ENGENIX, CIMNET SYSTEMS, IQUOTE, PARADIEM, CIMFACTORY, TOTAL CUSTOMER MANAGEMENT, CORE NETWORK, and CoreOS.

Common Law Trademarks

None.

Trademarks Not Currently In Use

See list of Trade Names.

SUPPLEMENT 1 TO SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Consona Corporation (f/k/a Cimnet Systems, Inc.)

Country	Trademark	Application No.	Application Date
United States	CIMNET	85/182,116	11/22/2010