

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" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Name</th> <th style="width:30%;">Formerly</th> <th style="width:15%;">Execution Date</th> <th style="width:25%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>Pilgrim Software Holdings, LLC</td> <td></td> <td>02/14/2011</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> <tr> <td>Pilgrim Software, Inc.</td> <td></td> <td>02/14/2011</td> <td>CORPORATION: FLORIDA</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	Pilgrim Software Holdings, LLC		02/14/2011	LIMITED LIABILITY COMPANY: DELAWARE	Pilgrim Software, Inc.		02/14/2011	CORPORATION: FLORIDA		
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<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20%;">Name:</td> <td>Silicon Valley Bank</td> </tr> <tr> <td>Street Address:</td> <td>275 Grove Street</td> </tr> <tr> <td>Internal Address:</td> <td>Suite 2-200</td> </tr> <tr> <td>City:</td> <td>Newton</td> </tr> <tr> <td>State/Country:</td> <td>MASSACHUSETTS</td> </tr> <tr> <td>Postal Code:</td> <td>02466</td> </tr> <tr> <td>Entity Type:</td> <td>CORPORATION: CALIFORNIA</td> </tr> </table>		Name:	Silicon Valley Bank	Street Address:	275 Grove Street	Internal Address:	Suite 2-200	City:	Newton	State/Country:	MASSACHUSETTS	Postal Code:	02466	Entity Type:	CORPORATION: CALIFORNIA
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PROPERTY NUMBERS Total: 3															
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CORRESPONDENCE DATA															
<p>Fax Number: (202)408-3141 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 800-927-9801 x2348 Email: jpaterso@cscinfo.com Correspondent Name: Corporation Service Company Address Line 1: 1090 Vermont Avenue NW, Suite 430 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005</p>															
NAME OF SUBMITTER:	Jean Paterson														

CH \$90.00 2385425

900184180

**TRADEMARK
 REEL: 004479 FRAME: 0347**

Signature:	/jep/
Date:	02/15/2011
Total Attachments: 7 source=2-15-11 PILGRIM SOFTWARE HOLDINGS LLC -TM#page1.tif source=2-15-11 PILGRIM SOFTWARE HOLDINGS LLC -TM#page2.tif source=2-15-11 PILGRIM SOFTWARE HOLDINGS LLC -TM#page3.tif source=2-15-11 PILGRIM SOFTWARE HOLDINGS LLC -TM#page4.tif source=2-15-11 PILGRIM SOFTWARE HOLDINGS LLC -TM#page5.tif source=2-15-11 PILGRIM SOFTWARE HOLDINGS LLC -TM#page6.tif source=2-15-11 PILGRIM SOFTWARE HOLDINGS LLC -TM#page7.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 14, 2011, is entered into by and among PILGRIM SOFTWARE HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), PILGRIM SOFTWARE, INC., a Florida corporation (the "Borrower"; Borrower, together with Holdings, are, individually, a "Grantor", and collectively, the "Grantors") and SILICON VALLEY BANK (the "Assignee"), as Administrative Agent pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of February 14, 2011 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Guarantee and Collateral Agreement"), among the Assignee, the Grantors and certain of the Grantors' affiliates, and (ii) that certain Credit Agreement, dated as of February 14, 2011 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"), between, among others, certain of the Grantors, the Assignee, and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by each Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, each Grantor hereby grants to the Assignee a security interest in all of such Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations. For the purposes of this Agreement, "Trademarks" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of each Grantor's United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, each Grantor authorizes the Assignee, upon notice to such Grantor, to modify this Agreement without obtaining such Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by such Grantor or to delete any reference to any right, title or interest in any Trademarks in which such Grantor no longer has or claims any right, title or interest. Each Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

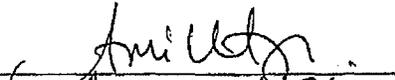
4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

GRANTORS:

PILGRIM SOFTWARE HOLDINGS, LLC

By: 
Name: AMIJAE UDA
Title: CEO

PILGRIM SOFTWARE, INC.

By: 
Name: Leonard Meyer
Title: SVP & COO

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent

By: *Michael D. Sinclair*
Name: *Michael D. Sinclair*
Title: *Vice President*

Address of Assignee:

Silicon Valley Bank
275 Grove Street, Suite 2-200
Newton, Massachusetts 02466
Attention: Mr. Greg Pachus
Fax: (617) 969-4395
Email: gpachus@svb.com

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 004479 FRAME: 0352

Schedule A
Registered Trademarks

U.S. Registered Trademarks:

Client No. 1651 – Pilgrim Software, Inc.- All Active Intellectual Property Files				
Larson File No.	Type/ Title	S.N. & File Date	Action & Date	Critical Date
1651.3	Federal TM – <i>Pilgrim Software</i>	75/784,808 08-28-99	Registered 09-12-00 2,385,425	Next Renewal due before 09-12-20
1651.5	Federal TM - <i>Q & MIS</i>	75/871,505 12-15-99	Registered 12-19-00 2,413,985	Next Renewal due before 12-19-20
1651.8	Federal TM - <i>Smartsolve</i>	76/444,849 08-27-02	Registered 10-21-03 2,776,740	Next Renewal due before 10-21-13

Trademarks Registered Outside of the U.S.:

Client No. 1651 – Pilgrim Software, Inc.- All Active Intellectual Property Files				
Larson File No.	Type/ Title	S.N. & File Date	Action & Date	Critical Date
1651.0	Foreign TM – <i>Smartsolve</i> <i>(European Community)</i>	002 787 703 07-23-02	Registered 02-17-04 002 787 703	Renewal due before 07-23-12
1651.7	Foreign TM - <i>Pilgrim Software</i> <i>(European Community)</i>	003 067 832 02-02-03	Registered 04-02-04 002 191 042	Renewal due before 02-25-13