

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
Integrated Decision Support Corporation		05/18/2011	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Administrative Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3054110	EXPERT FUEL
Registration Number:	1896021	FUEL ADVICE
Registration Number:	3150250	IN-CAB FUEL SERVICES
Registration Number:	2486800	INTEGRATED
Registration Number:	1897406	MATCH ADVICE
Registration Number:	3195724	NETGRAF
Registration Number:	3058995	NETWISE
Registration Number:	3065745	ROUTE ADVICE
Registration Number:	3065769	SWAP ADVICE
Registration Number:	3057731	TRIP ALERT

CORRESPONDENCE DATA

Fax Number: (312)902-1061

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900192433

TRADEMARK
 REEL: 004545 FRAME: 0521

CH \$265.00 3054110

Phone: 312.577.8034
Email: oscar.ruiz@kattenlaw.com
Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-434
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NAME OF SUBMITTER:	Oscar Ruiz
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Signature:	/Oscar Ruiz/
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Date:	05/21/2011
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 18, 2011, is made by INTEGRATED DECISION SUPPORT CORPORATION, a Texas corporation ("Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 18, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among TMW Systems, Inc. a Delaware corporation (the "Borrower"), TMW Intermediate Holdings Corporation, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of May 18, 2011 in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

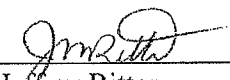
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, 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.

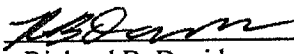
Very truly yours,

INTEGRATED DECISION SUPPORT
CORPORATION, a Texas corporation, as Grantor

By: 
Name: Jeffrey Ritter
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: Richard B. Davidson
Its: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

Name of Owner	Trademark	Status	Registration Number	Registration Date
Integrated Decision Support Corporation	Expert Fuel	Registered	3054110	January 31, 2006
Integrated Decision Support Corporation	Fuel Advice	Registered	1896021	May 30, 1995
Integrated Decision Support Corporation	In-Cab Fuel Services	Registered	3150250	September 26, 2006
Integrated Decision Support Corporation	Integrated	Registered	2486800	September 11, 2001
Integrated Decision Support Corporation	Match Advice	Registered	1897406	June 6, 1995
Integrated Decision Support Corporation	Netgraf	Registered	3195724	January 9, 2007
Integrated Decision Support Corporation	Netwise	Registered	3058995	February 14, 2006
Integrated Decision Support Corporation	Route Advice	Registered	3065745	March 7, 2006
Integrated Decision Support Corporation	Swap Advice	Registered	3065769	March 7, 2006
Integrated Decision Support Corporation	Trip Alert	Registered	3057731	February 7, 2006

2. TRADEMARK APPLICATIONS

None.