

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
Unisys Corporation		06/23/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	3114620	AIRCORE
Registration Number:	0868643	BURROUGHS
Registration Number:	0865591	BURROUGHS
Registration Number:	3381636	CLEARPATH
Registration Number:	3381635	CLEARPATH
Registration Number:	2083268	CLEARPATH
Registration Number:	1838568	ER MAPPER
Registration Number:	2928547	EXECUPOINT
Registration Number:	2310113	INFOCONNECT
Registration Number:	1963313	INFOIMAGE
Registration Number:	1727143	LINC
Registration Number:	1559781	MAPPER
Registration Number:	1265599	MAPPER
Registration Number:	3367240	SECURITY UNLEASHED

CH \$590.00 3114620

Serial Number:	85273052	S-PAR
Registration Number:	1135565	SPERRY
Registration Number:	2455513	UNISYS
Registration Number:	2455492	UNISYS
Registration Number:	1814066	UNISYS
Registration Number:	1759607	UNISYS
Registration Number:	1532743	UNISYS
Registration Number:	0515406	UNIVAC
Registration Number:	1587748	UNIVOX

CORRESPONDENCE DATA

Fax Number: (214)981-3400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 214-981-3483
Email: dclark@sidley.com
Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP
Address Line 2: 717 N. Harwood St., Suite 3400
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	28251-30480
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	06/24/2011

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO GENERAL ELECTRIC CAPITAL CORPORATION, AS AGENT, PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY GENERAL ELECTRIC CAPITAL CORPORATION, AS AGENT HEREUNDER, ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT, DATED AS OF JUNE 23, 2011 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), AMONG UNISYS CORPORATION, DEUTSCHE BANK TRUST COMPANY AMERICAS, AS COLLATERAL TRUSTEE, GENERAL ELECTRIC CAPITAL CORPORATION, AS AGENT, AND CERTAIN OTHER PERSONS WHICH MAY BE OR BECOME PARTIES THERETO OR BECOME BOUND THERETO FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 23, 2011 is made by Unisys Corporation ("Grantor") in favor of General Electric Capital Corporation ("GE Capital"), as agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 23, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto, Wells Fargo Capital Finance, LLC, as documentation agent, Citibank, N.A., as syndication agent, and GE Capital, as Agent, 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 of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each 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 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 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 grants to 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 material IP Licenses providing for the grant by or to such 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 Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees 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 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 their 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. Delivery of an executed signature page of this Trademark Security Agreement by facsimile or electronic transmission shall be as effective as a manually executed counterpart thereof.


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 New York.

[SIGNATURE PAGE FOLLOWS]

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,

UNISYS CORPORATION
as Grantor

By: 
Name: Scott A. Battersby
Title: Vice President and Treasurer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: _____
Name:
Title: Duly Authorized Signatory

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 004569 FRAME: 0337

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,

UNISYS CORPORATION
as Grantor

By: _____
Name: Scott A. Battersby
Title: Vice President and Treasurer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By:  _____
Name: VICTOR VERAZAIN
Title: Duly Authorized Signatory

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

1. REGISTERED TRADEMARKS

Trademark	Database	Status	Application No. Application Date	Registration No. Registration Date
AIRCORE	U.S. Federal	REGISTERED	76546230 08-SEP-2003	3114620 11-JUL-2006
BURROUGHS	U.S. Federal	RENEWED (REGISTERED)	72289077 18-JAN-1968	0868643 29-APR-1969
BURROUGHS	U.S. Federal	RENEWED (REGISTERED)	72288674 12-JAN-1968	0865591 04-MAR-1969
CLEARPATH	U.S. Federal	REGISTERED	77246184 03-AUG-2007	3381636 12-FEB-2008
CLEARPATH	U.S. Federal	REGISTERED	77246160 03-AUG-2007	3381635 12-FEB-2008
CLEARPATH	U.S. Federal	RENEWED (REGISTERED)	75058689 07-FEB-1996	2083268 29-JUL-1997
ER MAPPER	U.S. Federal	RENEWED (REGISTERED)	74191591 05-AUG-1991	1838568 07-JUN-1994
EXECUPOINT	U.S. Federal	REGISTERED	76546218 08-SEP-2003	2928547 01-MAR-2005
INFOCONNECT	U.S. Federal	REGISTERED	74276023 14-MAY-1992	2310113 25-JAN-2000
INFOIMAGE	U.S. Federal	RENEWED (REGISTERED)	74662601 17-APR-1995	1963313 19-MAR-1996
LINC	U.S. Federal	RENEWED (REGISTERED)	74126400 17-DEC-1990	1727143 27-OCT-1992
MAPPER	U.S. Federal	REGISTERED	73742691 28-JUL-1988	1559781 10-OCT-1989
MAPPER	U.S. Federal	RENEWED (REGISTERED)	73360861 21-APR-1982	1265599 31-JAN-1984
SECURITY UNLEASHED	U.S. Federal	REGISTERED	78973434 13-SEP-2006	3367240 08-JAN-2008
S-PAR	U.S. Federal	PENDING (Intent to Use)	85273052 22-Mar-2011	
SPERRY	U.S. Federal	RENEWED (REGISTERED) Section 2(F)	73092418 06-JUL-1976	1135565 20-MAY-1980
UNISYS UNISYS	U.S. Federal	REGISTERED	76079623 28-JUN-2000	2455513 29-MAY-2001
UNISYS	U.S. Federal	REGISTERED	76076774 26-JUN-2000	2455492 29-MAY-2001

Trademark	Database	Status	Application No. Application Date	Registration No. Registration Date
UNISYS UNISYS	U.S. Federal	RENEWED (REGISTERED)	74313811 14-SEP-1992	1814066 28-DEC-1993
UNISYS UNISYS	U.S. Federal	RENEWED (REGISTERED)	74274199 11-MAY-1992	1759607 23-MAR-1993
UNISYS	U.S. Federal	REGISTERED	73627610 30-OCT-1986	1532743 04-APR-1989
UNIVAC	U.S. Federal	RENEWED (REGISTERED)	71553827 05-APR-1948	0515406 20-SEP-1949
UNIVOX*	U.S. Federal	RENEWED (REGISTERED)	73791573 04-APR-1989	1587748 20-MAR-1990

*Registration held in the name of Unisys Pulsepoint Communications, which merged into Unisys Corporation on January 3, 2011. Paperwork to record that change has been filed with the U.S. Trademark Office.

2. TRADEMARK APPLICATIONS

None