

**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
CMS MANUFACTURING SYSTEMS INC.		07/08/2011	CORPORATION: TENNESSEE
MATTEC CORPORATION		07/08/2011	CORPORATION: OHIO
INFORMANCE INTERNATIONAL, INC.		07/08/2011	CORPORATION: DELAWARE
CMS SOFTWARE CANADA INC.		07/08/2011	CORPORATION: CANADA

**RECEIVING PARTY DATA**

Name:	TPG SPECIALTY LENDING, INC., AS AGENT
Street Address:	301 Commerce Street
Internal Address:	Suite 3300
City:	Fort Worth
State/Country:	TEXAS
Postal Code:	76102
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Registration Number:	3049039	CMS
Registration Number:	3220542	CMSI5
Registration Number:	3225589	CMSM5
Registration Number:	2028581	MAT TEC
Serial Number:	76616025	MATTEC
Registration Number:	1607299	MATTEC
Registration Number:	1419036	PROHELP
Registration Number:	1894962	SHOPPRO
Serial Number:	77336843	SOLARSOFT
Registration Number:	2617764	CYCLE EROSION

CH \$365.00 3049039

**900196618**

**TRADEMARK**  
**REEL: 004579 FRAME: 0463**

Registration Number:	2992962	INFORMANCE
Registration Number:	2964774	INFORMANCE INTERNATIONAL DRIVING MANUFACTURING PERFORMANCE
Registration Number:	2992961	INFORMANCE INTERNATIONAL
Registration Number:	2964775	DRIVING MANUFACTURING PERFORMANCE

**CORRESPONDENCE DATA**

Fax Number: (617)526-9899  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 6175269628  
Email: cslattery@proskauer.com  
Correspondent Name: Christine Slattery  
Address Line 1: Proskauer Rose LLP  
Address Line 2: One International Place  
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 74267/002

NAME OF SUBMITTER: Christine Slattery

Signature: /Christine Slattery/

Date: 07/11/2011

Total Attachments: 8  
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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 8<sup>th</sup> day of July, 2011, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and TPG SPECIALTY LENDING, INC., a Delaware corporation, in its capacity as the arranger and administrative agent for the Lender Group and the Bank Product Provider (together with its successors and assigns in such capacity, the "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement, dated as of July 8, 2011 (as amended, restated, supplemented, or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among CMS-XKO HOLDING COMPANY, LP, a Delaware limited partnership ("Parent"), and each of Parent's Subsidiaries identified on the signature pages thereof as borrowers (such Subsidiaries are referred to hereinafter individually as a "Borrower" and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" ("Lenders"), and Agent, the Lender Group is willing to make certain financial accommodations available to Borrowers 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 Borrowers 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 Provider, that certain Amended and Restated Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

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 Provider, 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 capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Provider, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (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 hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds 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 Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all 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 Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Provider 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 interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Provider, 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.

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 5, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantors. 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, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

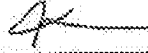
7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except 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 or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document 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). Any

reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification 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 and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.


*[signature page follows]*

IN WITNESS WHEREOF, each 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.


CMS MANUFACTURING SYSTEMS INC.,  
a Tennessee corporation

By:   
Name: ANDREW W. KAISER  
Title: Secretary


MATTEC CORPORATION,  
an Ohio corporation

By:   
Name: ANDREW W. KAISER  
Title: Secretary

CMS SOFTWARE CANADA INC.,  
a company organized under the laws of the Province of  
Ontario, Canada

By:   
Name: ANDREW W. KAISER  
Title: Secretary

INFORMANCE INTERNATIONAL, INC.,  
a Delaware corporation

By:   
Name: ANDREW W. KAISER  
Title: President

[Signature Page to Amended and Restated Trademark Security Agreement]

**ACCEPTED AND ACKNOWLEDGED BY:**

**TPG SPECIALTY LENDING, INC.,**  
a Delaware corporation,  
as Agent

By: 

Name: Michael Fishman

Title: Chief Executive Officer

[Signature Page to Amended and Restated Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004579 FRAME: 0469**

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

<b><u>Trademark Registrations/Applications</u></b>					
<b><u>Company</u></b>	<b><u>Country</u></b>	<b><u>Trademark</u></b>	<b><u>Application or Registration No.</u></b>	<b><u>Filing Date</u></b>	<b><u>Registration Date</u></b>
CMS Manufacturing Systems, Inc.	USA	CMS	3049039	6/11/04	1/24/06
CMS Manufacturing Systems, Inc.	USA	CMSi5	3220542	7/7/04	3/20/07
CMS Manufacturing Systems, Inc.	USA	CMSm5	3225589	7/7/04	4/3/07
Mattec Corporation	France	"MATTEC"	92424895	6/30/92	12/11/92
Mattec Corporation	Germany	MAT TEC (and design)	1170230	10/26/89	1/91
	USA		2028581	11/15/95	1/7/97
	Community		3718806	3/19/04	8/5/05
Mattec Corporation	Mexico	MATTEC (and design)  Mattec and Design	478118	10/7/92	10/28/94
	USA		76-616025	10/15/04	N/A
	Brazil		814472613	9/26/88	1/5/99
	Germany		1190753	9/14/88	8/22/94
Mattec Corporation	USA	MATTEC (and design)	1607299	9/21/89	7/24/90
	USA	PROHELP	1419036	4/21/86	12/2/86
	Brazil		814472621	9/26/88	8/7/90



Trademark Registrations/Applications

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Mattec Corporation	Denmark	ProHelp	02223-1990	9/20/88	4/8/90
	France	SHOPPRO	92424894	6/30/92	12/11/92
	Germany		1155645	9/13/88	3/2/90
	Great Britain		B1357635	9/14/88	9/14/88
	Mexico		447478	10/7/92	11/29/93
	Community		4507754	6/23/05	7/3/06
	USA		1894962	5/6/94	5/23/95
CMS Software Canada Inc.	Canada	Solarsoft Arrow Design	1 376 482 TMA 730538	12/18/07	12/9/08
CMS Software Canada Inc.	USA	Solarsoft Arrow Design	77336843	11/26/07	Pending
CMS Software Canada Inc.	WIPO	Solarsoft Arrow Design	0966323	12/04/07	12/04/07
CMS Software Canada Inc.	EU	Solarsoft Arrow Design	IR0966323	12/4/07	Pending
Solarsoft PMS Limited	Great Britain	PROTOS	341603	3/30/1912	N/A
Solarsoft PMS Limited	Great Britain	TROPOS	1455376	2/8/91	12/29/93
Informance International, Inc.	U.S.A.	Cycle Erosion	76289482/ 2617764	7/24/2001	9/10/2002
Informance International, Inc.	U.S.A.	Informance	76569974/ 2992962	1/9/2004	9/6/2005

<u>Trademark Registrations/Applications</u>					
<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Informance International, Inc.	U.S.A.	Informance International Driving Manufacturing Performance	76582750/ 2964774	3/22/2004	7/5/2005
Informance International, Inc.	U.S.A.	Informance International	76569962/ 2992961	1/9/2004	9/6/2005
Informance International, Inc.	U.S.A.	Driving Manufacturing Performance	76582751/ 2964775	3/22/2004	7/5/2005

Trade Names

“Solarsoft”, “Mattec”, “VantagePoint Systems”, “Avalon Printing Software”, “HRMS”, “VantagePoint Group”, “Danbie Systems”, “Business VantagePoint”, “VantagePoint Accelerate”, “Customer VantagePoint”, “Team VantagePoint”, “Financial VantagePoint”, “VantagePoint RFID Touchless Inventory” and “VantagePoint Software Solutions for Packaging”

Common Law Trademarks

NONE.

Trademarks Not Currently In Use

NONE.

Trademark Licenses

1. Cargill Salt Software License Agreement dated April 17, 2006 by and between Informance International, Inc. and Cargill Inc.
2. Cargill DSO Software License Agreement dated April 17, 2006 by and between Informance International, Inc. and Cargill Inc.
3. Flowserve Software License Agreement dated March 28, 2008 by and between Informance International, Inc. and Cargill Inc.
4. Clorox Software License Agreement dated February 25, 2004 by and between Informance International, Inc. and Clorox Services Company.