

# 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
DEWEY HOLDING COMPANY		10/07/2011	CORPORATION: DELAWARE
SIRSI CORPORATION		10/07/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO CAPITAL FINANCE, INC., as Agent		
Street Address:	2450 Colorado Avenue, Suite 3000W		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3897535		
Registration Number:	3959671		
Registration Number:	3922649	HORIZON	
Registration Number:	3142215	SIRSIDYNIX	
Registration Number:	3669139	SIRSIDYNIX ENTERPRISE	
Registration Number:	3558677	SIRSIDYNIX SYMPHONY	
Registration Number:	3832406	SYMPHONY	
Registration Number:	3897498	TOMORROW'S LIBRARIES. TODAY.	
Registration Number:	2418930	UNICORN	
CORRESPONDENCE DATA			
Fax Number:	(213)627-0705		
Phone:	213.683.5698		
Email:	MinetteTayco@paulhastings.com		

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*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Minette M. Tayco  
Address Line 1: 515 S. Flower St., 25th Floor  
Address Line 2: Paul Hastings LLP  
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	SIRSI: TRADEMARK SECURITY
NAME OF SUBMITTER:	Minette M. Tayco
Signature:	/Minette M. Tayco/
Date:	10/07/2011

**Total Attachments: 7**

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## **TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 7th day of October, 2011, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO CAPITAL FINANCE, INC.**, a California corporation ("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 dated as of October 7, 2011 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Dewey Holding Company, a Delaware corporation, as parent ("Parent"), Sirsi Corporation, a Delaware corporation, as borrower ("Borrower"), the lenders party thereto as Lenders (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), Agent, WFCF, General Electric Capital Corporation, a Delaware corporation ("GECC"), and Silicon Valley Bank, a California corporation ("SVB"), as joint lead arrangers (in such capacity, together with their successors and assigns in such capacity, the "Joint Lead Arrangers"), WFCF, GECC and SVB, as joint book runners (in such capacity, together with their successors and assigns in such capacity, the "Joint Book Runners") and GECC and SVB as co-documentation agents (in such capacity, together with their successors and assigns in such capacity, the "Co-Documentation Agents"), 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 and the Bank Product Providers are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, 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 Guaranty and Security Agreement, dated as of October 7, 2011 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and 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 Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit 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 included in the Collateral, 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 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.

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 other members of 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.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, the term "Trademark Collateral" shall not include any intent-to-use Trademark applications until such time as a verified statement of use with respect thereto has been filed and accepted with the United States Patent and Trademark Office.

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 Guaranty and 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 Guaranty and 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 Guaranty and Security Agreement, the Guaranty and 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. 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 is a Loan Document. 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.

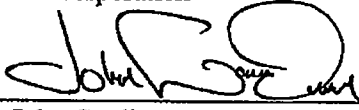
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

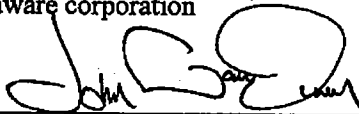
IN WITNESS WHEREOF, the undersigned parties hereto have executed this Agreement by and through their duly authorized officers, as of the day and year first above written.

**GRANTORS:**

**DEWEY HOLDING COMPANY,**  
a Delaware corporation

By:   
Name: John Gardiner  
Title: Chief Financial Officer

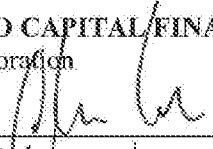
**SIRSI CORPORATION,**  
a Delaware corporation

By:   
Name: John Gardiner  
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

AGENT:

WELLS FARGO CAPITAL FINANCE, INC.,  
a California corporation


By:   
Name: Chris Parker  
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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

**Trademark Registrations/Applications**

TRADEMARK	JURISDICTION	STATUS	APPLICATION NUMBER	APPLICATION DATE	REGISTRATION NUMBER	REGISTRATION DATE	GRANTOR
SIRSIDYNIX 	Australia	Registered	1074367	08-Sep-2005	1074367	08-Sep-2005	Sirsi Corporation
SIRSIDYNIX SYMPHONY	Australia	Registered	1282575	17-Sep-2008	989651	17-Sep-2008	Sirsi Corporation
HORIZON	Canada	Registered	143065000	11-Mar-2009	TMA782764	18-Nov-2010	Sirsi Corporation
SIRSIDYNIX ENTERPRISE	Canada	Registered	143065500	11-Mar-2009	TMA784577	8-Dec-2010	Sirsi Corporation
SIRSIDYNIX SYMPHONY	Canada	Registered	141134900	19-Sep-2008	TMA758782	4-Feb-2010	Sirsi Corporation
SirsiDynix	Community Trademarks	Registered	4691945	31-Oct-2005	4691945	07-Dec-2006	Sirsi Corporation
SIRSIDYNIX SYMPHONY	Community Trademarks	Registered	989651	17-Sep-2008	989651	17-Sep-2008	Sirsi Corporation
UNICORN	Community Trademarks	Registered	490128	13-Mar-1997	490128	22-Oct-1999	Sirsi Corporation



TRADEMARK	JURISDICTION	STATUS	APPLICATION NUMBER	APPLICATION DATE	REGISTRATION NUMBER	REGISTRATION DATE	GRANTOR
SIRSIDYNIX SYMPHONY	International Register	Registered		17-Sep-2008	989651	17-Sep-2008	Sirsi Corporation
SirsiDynix 	New Zealand	Registered	736467	30-Sep-2005	736467	11-May-2006	Sirsi Corporation
Design Only 	U.S. Federal	Registered	85975002	12-May-2010	3897535	28-Dec-2010	Sirsi Corporation
Design Only 	U.S. Federal	Registered	85036480	12-May-2010	3959671	10-May-2011	Sirsi Corporation
HORIZON	U.S. Federal	Registered	85070784	24-Jun-2010	3922649	22-Feb-2011	Sirsi Corporation
SIRSIDYNIX	U.S. Federal	Registered	78741572	27-Oct-2005	3142215	12-Sep-2006	Sirsi Corporation
SIRSIDYNIX ENTERPRISE	U.S. Federal	Registered	77663646	04-Feb-2009	3669139	18-Aug-2009	Sirsi Corporation
SIRSIDYNIX SYMPHONY	U.S. Federal	Registered	77324719	08-Nov-2007	3558677	06-Jan-2009	Sirsi Corporation
SYMPHONY	U.S. Federal	Registered	77444271	09-Apr-2008	3832406	10-Aug-2010	Sirsi Corporation
TOMORROW'S LIBRARIES. TODAY.	U.S. Federal	Registered	85070122	23-Jun-2010	3897498	28-Dec-2010	Sirsi Corporation
UNICORN	U.S. Federal	Renewed (Registered)	75781569	23-Aug-1999	2418930	09-Jan-2001	Sirsi Corporation