

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;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>Mitratech Holdings, Inc.</td> <td></td> <td>10/31/2011</td> <td>CORPORATION: DELAWARE</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Mitratech Holdings, Inc.		10/31/2011	CORPORATION: DELAWARE											
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<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Silicon Valley Bank, as Administrative Agent</td> </tr> <tr> <td>Street Address:</td> <td>3003 Tasman Drive, HG 150</td> </tr> <tr> <td>City:</td> <td>Santa Clara</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>95054</td> </tr> <tr> <td>Entity Type:</td> <td>CORPORATION: CALIFORNIA</td> </tr> </table>	Name:	Silicon Valley Bank, as Administrative Agent	Street Address:	3003 Tasman Drive, HG 150	City:	Santa Clara	State/Country:	CALIFORNIA	Postal Code:	95054	Entity Type:	CORPORATION: CALIFORNIA							
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PROPERTY NUMBERS Total: 5																			
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Registration Number:	3493954	COLLABORATI																	
Serial Number:	85153858	COLLABORATIVE ACCOUNTABILITY																	
CORRESPONDENCE DATA																			
Fax Number:	(302)636-5454																		
Phone:	800-927-9801 x2348																		
Email:	jpaterso@cscinfo.com																		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>																			
Correspondent Name:	Corporation Service Company																		
Address Line 1:	1090 Vermont Avenue NW, Suite 430																		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005																		
ATTORNEY DOCKET NUMBER:	963603																		

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TRADEMARK
REEL: 004651 FRAME: 0975

NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	10/31/2011
Total Attachments: 7 source=10-31-11Mitrates Holdings Inc - TM#page1.tif source=10-31-11Mitrates Holdings Inc - TM#page2.tif source=10-31-11Mitrates Holdings Inc - TM#page3.tif source=10-31-11Mitrates Holdings Inc - TM#page4.tif source=10-31-11Mitrates Holdings Inc - TM#page5.tif source=10-31-11Mitrates Holdings Inc - TM#page6.tif source=10-31-11Mitrates Holdings Inc - TM#page7.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Agreement*”), dated as of October 31, 2011, is entered into by and between MITRATECH HOLDINGS, INC., a Delaware corporation (the “*Grantor*”) and SILICON VALLEY BANK (the “*Assignee*”), as Administrative Agent pursuant to that certain Guarantee and Collateral Agreement, dated as of October 31, 2011, among the Assignee, the Grantor, VAQUERO HOLDING INC., a Delaware corporation (“*Parent*”), VAQUERO MERGER SUB INC., a Delaware corporation (“*Initial Borrower*”), and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Guarantee and Collateral Agreement*”), and pursuant to that certain Credit Agreement, dated as of October 31, 2011, among Parent, Initial Borrower, immediately upon consummation of the Merger, Grantor, Administrative Agent and certain Lenders party thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”).

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, Grantor has granted in favor of 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, the 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 Grantor to Assignee pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to Assignee a security interest in all of 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 Grantor’s Obligations. For the purposes of this Agreement, “Trademarks” means all of the following included in the Collateral: (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 of Grantor’s business 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 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, Grantor authorizes the Assignee, upon notice to Grantor, to modify this Agreement without obtaining 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 Grantor or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest. 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

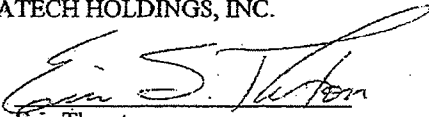
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

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

GRANTOR:

MITRATECH HOLDINGS, INC.

By: 
Name: Eric Thurston
Title: President

ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent

By: _____
Name: _____
Title: _____

Address of Grantor:
MITRATECH HOLDINGS, INC.
5900 Wilshire Boulevard, 3rd Floor
Los Angeles, CA 90036
Attention:
Facsimile No.: _____
E-mail: _____

Address of Assignee:
SILICON VALLEY BANK,
2400 Hanover Street
Palo Alto, CA 94304
Attention: Mr. Michael Willard
Facsimile No.: 650-320-0016
E-mail: mwillard2@svb.com

Trademark Security Agreement – Signature Page

TRADEMARK
REEL: 004651 FRAME: 0979

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

GRANTOR:

ASSIGNEE:

MITRATECH HOLDINGS, INC.

SILICON VALLEY BANK,
as Administrative Agent

By: _____
Name: _____
Title: _____

By: Michael Willard
Name: Michael Willard
Title: Relationship Manager

Address of Grantor:
MITRATECH HOLDINGS, INC.
5900 Wilshire Boulevard, 3rd Floor
Los Angeles, CA 90036
Attention:
Facsimile No.: _____
E-mail: _____



Address of Assignee:
SILICON VALLEY BANK,
2400 Hanover Street
Palo Alto, CA 94304
Attention: Mr. Michael Willard
Facsimile No.: 650-320-0016
E-mail: mwillard2@svb.com

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks and Trademark Applications

Mitrates Holdings, Inc.

Registered Trademarks:

Trademark	Registration Number	Registration Date	Status	Jurisdiction of Registration
Design Only 	3497620	09-Sep-2008	Registered	USA
CLMS CLMS	3300821	02-Oct-2007	Registered	USA
MITRATECH MITRATECH	3497621	09-Sep-2008	Registered	USA
COLLABORATI	3493954	26-Aug-2008	Registered	USA
COLLABORATI	5822192	16-Oct-2008	Registration (Registered)	Community Trademark
TEAMCONNECT	5439633	29-Oct-2007	Registration (Registered)	Community Trademark
MITRATECH	5439484	21-Jul-2009	Registration (Registered)	Community Trademark
COLLABORATIVE SPEND MANAGEMENT	5439451	24-Jan-2008	Registration (Registered)	Community Trademark
Design Only 	5439625	03-Feb-2009	Registration (Registered)	Community Trademark

Trademark Applications:

Trademark	Application Number	Filing Date	Status	Jurisdiction of Application
COLLABORATIVE ACCOUNTABILITY	85153858	15-Oct-2010	Pending	USA

Trademark Licenses:

None

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