

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Trademark Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Workforce Software, LLC		11/23/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Triangle Capital Corporation		
Street Address:	3700 Glenwood Avenue, Suite 530		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27612		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3416936	EMPCENTER	
CORRESPONDENCE DATA			
Fax Number:	(704)353-3698		
Phone:	7043315792		
Email:	donna.millard@klgates.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:	Karl S. Sawyer, Jr.		
Address Line 1:	Post Office Box 33144		
Address Line 2:	K & L Gates LLP		
Address Line 4:	Charlotte, NORTH CAROLINA 28233		
ATTORNEY DOCKET NUMBER:	2932852.00054 TRIANGLE		
NAME OF SUBMITTER:	Karl S. Sawyer, Jr.		
Signature:	/ Karl S. Sawyer, Jr. /		

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TRADEMARK
 REEL: 004666 FRAME: 0688

Date:

11/28/2011

Total Attachments: 5

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EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of November 23, 2011 by and between **WORKFORCE SOFTWARE, LLC**, a Delaware limited liability company (the "Grantor"), having its chief executive office at 38705 Seven Mile Road, Suite 300, Livonia, Michigan 48152, and **TRIANGLE CAPITAL CORPORATION**, a Maryland corporation, as collateral agent (in such capacity, the "Secured Party") for the ratable benefit of itself and the other Holders under the Securities Purchase Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement") by and between the Grantor and the Secured Party.

This Agreement is executed pursuant to the terms of (a) the Purchase Agreement and (b) the Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") executed by the Grantor in favor of the Secured Party, for the ratable benefit of the Holders. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Secured Party, for the ratable benefit of the Holders, a security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) all Trademarks and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark of the Grantor (excluding trademark applications for which Grantor has not filed and had accepted under applicable law a "Statement of Use" or "Amendment to Allege Use"), including, without limitation, each Trademark listed on Schedule A;
- (ii) each Trademark License, including, without limitation, each Trademark License listed on Schedule B;
- (iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark listed on Schedule A or under any Trademark licensed under any Trademark License including, without limitation, any Trademark License listed on Schedule B, (b) injury to the goodwill associated with any Trademark or (c) breach or enforcement of any Trademark License; and
- (iv) all products and proceeds of the foregoing.

The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

WORKFORCE SOFTWARE, LLC

By: *KKL*
Name: LENN LUKSI
Title: CEO

ACKNOWLEDGMENT

STATE OF MICHIGAN

COUNTY OF WAYNE

I, *Patricia Kimberlin* , a Notary Public for said County and State, do hereby certify that *Kevin Choksi* personally appeared before me this day and stated that he is CEO of WorkForce Software, LLC and acknowledged, on behalf of WorkForce Software, LLC, the due execution of the foregoing instrument.

Witness my hand and official seal, this 22 day of November, 2011.

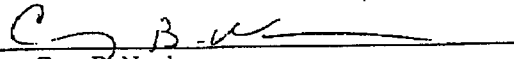
 Patricia Kimberlin
Notary Public

My commission expires:
PATRICIA KIMBERLIN
Notary Public, State of Michigan
County of Wayne
My Commission Expires Oct. 09, 2013.
Act in the County of

[Trademark Security Agreement - WorkForce Software, LLC]

Agreed and Accepted as of the 23rd day of
November, 2011.

TRIANGLE CAPITAL CORPORATION
as Secured Party

By: 
Name: Cary B. Nordan
Title: Managing Director

[Trademark Security Agreement – WorkForce Software, LLC]

Schedule A to Trademark Security Agreement

TRADEMARKS

Mark	Registration Number	Registration Date	Country
EMPCENTER (Registered Service Mark)	3,416,936	April 29, 2008	US (USPTO)

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None.