

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
Atempo, Inc.		12/23/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	KeyBank National Association		
Street Address:	127 Public Square		
Internal Address:	Attn: Institutional Banking		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2640795	ATEMPO	
Registration Number:	2313272	TIME NAVIGATOR	
CORRESPONDENCE DATA			
Fax Number:	(216)566-5800		
Phone:	216-566-5776		
Email:	wendy.seifert@thompsonhine.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:	David D. Thomas, Esq.		
Address Line 1:	127 Public Square		
Address Line 2:	3900 Key Center		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	059130.00051		
NAME OF SUBMITTER:	David D. Thomas, Esq.		

Signature:	/ddt/
Date:	01/18/2012
Total Attachments: 7 source=ASG - Executed Trademark Security Agreement (Atempo) (2)#page1.tif source=ASG - Executed Trademark Security Agreement (Atempo) (2)#page2.tif source=ASG - Executed Trademark Security Agreement (Atempo) (2)#page3.tif source=ASG - Executed Trademark Security Agreement (Atempo) (2)#page4.tif source=ASG - Executed Trademark Security Agreement (Atempo) (2)#page5.tif source=ASG - Executed Trademark Security Agreement (Atempo) (2)#page6.tif source=ASG - Executed Trademark Security Agreement (Atempo) (2)#page7.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 23, 2011 (this "Agreement"), is made by ATEMPO, INC., a Delaware corporation (the "Grantor"), in favor of KEYBANK NATIONAL ASSOCIATION, as the administrative agent (together with its successors thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

WITNESSETH:

WHEREAS, reference is made to that certain Credit Agreement, dated November 22, 2010, as amended and restated as of May 11, 2011, among Allen Systems Group, Inc., a Delaware corporation (the "Borrower"), the lenders from time to time party thereto (collectively, the "Lenders"), the Administrative Agent, Merrill Lynch, Pierce, Fenner & Smith Incorporated, as joint lead arranger and joint book runner, and Bank of America, N.A., as syndication agent (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have agreed to make Loans and issue Letters of Credit;

WHEREAS, in connection with the Credit Agreement, the Borrower and certain subsidiaries of the Borrower executed and delivered a First Lien Pledge and Security Agreement, dated as of November 22, 2010 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, in connection with the Security Agreement, the Grantor has executed and delivered a Supplement to First Lien Pledge and Security Agreement, dated as of December 23, 2011, pursuant to which Grantor became a party to the Security Agreement;

WHEREAS, pursuant to the Credit Agreement and pursuant to the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all of the Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

Section 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the Grantor's right, title and interest in the United States, whether now or

hereafter existing or acquired by the Grantor, in and to the following (the “Trademark Collateral”):

(a) (i) all United States trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, whether registered or unregistered, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, , including registrations, recordings and applications in the United States Patent and Trademark Office , and all common-law rights relating to the foregoing in the United States, in each case, owned by Grantor, and (ii) the right to obtain all extensions or renewals of the foregoing in the United States (collectively referred to as “Trademarks”), including those United States Trademark applications and registrations referred to in Item A of Schedule I hereto;

(b) all written Trademark licenses and other agreements for the grant to such Grantor of any exclusive right to use any United States Trademark registration and/or application (each a “Trademark License”) as set forth in Item B of Schedule I hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the Trademarks described in subpart (a);

(d) the right to sue third parties for past, present and future infringements or dilution of the Trademarks described in subpart (a) and for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark License; and

(e) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

Notwithstanding the foregoing, Trademark Collateral shall not include those items set forth in clauses (iii) and (iv) of Section 2.1 of the Security Agreement.

Section 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in

the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 5. Secured Document. This Agreement is a Collateral Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

Section 6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

Section 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or via other electronic means shall be effective as delivery of a manually executed counterpart of this Security Agreement.

[Remainder of page intentionally left blank]

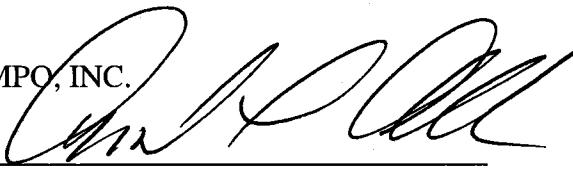
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Section 8. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (a) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (b) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

IN WITNESS WHEREOF, each of the parties hereto has executed this Trademark Security Agreement as of the date first set forth above.

Address: 1333 Third Avenue South
Naples, Florida 34102
Attn: President

ATEMPO, INC.

By: 
Name: Arthur L. Allen
Title: President

Address: 127 Public Square
Cleveland, Ohio 44114
Attn: Institutional Banking

KEYBANK NATIONAL ASSOCIATION
as the Administrative Agent

By: _____
Name: _____
Title: _____

Section 8. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (a) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (b) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

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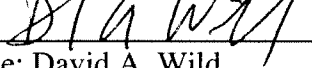
Address: 1333 Third Avenue South
Naples, Florida 34102
Attn: President

ATEMPO, INC.

By: _____
Name: _____
Title: _____

Address: 127 Public Square
Cleveland, Ohio 44114
Attn: Institutional Banking

KEYBANK NATIONAL ASSOCIATION
as the Administrative Agent

By:  _____
Name: David A. Wild
Title: Senior Vice President

Schedule I

Item A

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
Atempo, Inc.	2,640,795	ATEMPO
Atempo, Inc.	2,313,272	TIME NAVIGATOR

Applications:

None.

Item B**TRADEMARK LICENSES**

None.