

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
Harmony Information Systems, Inc.		12/13/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	WF Fund III Limited Partnership
Doing Business As:	DBA Wellington Financial LP and Wellington Financial Fund III
Street Address:	333 Bay Street, Suite 1620
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5H 2S1
Entity Type:	LIMITED PARTNERSHIP: CANADA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2982769	HARMONY
Registration Number:	3133504	HARMONY
Registration Number:	3133501	HARMONY
Registration Number:	2967206	HARMONY
Registration Number:	3133500	HARMONY INFORMATION SYSTEMS, INC.
Registration Number:	3133502	HARMONYIS
Registration Number:	3133503	
Registration Number:	2980655	

CORRESPONDENCE DATA

Fax Number: (617)502-4041
 Phone: (617) 248-4041
 Email: rchase@choate.com

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

OP \$215.00 2982769

Correspondent Name: Rachel Chase
Address Line 1: Two International Place
Address Line 2: Choate, Hall & Stewart
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 2009260-0017

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Rachel Chase

Signature: /rsc/

Date: 03/20/2012

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "**Agreement**") is made as of December 13, 2011, by and between Harmony Information Systems, Inc., a corporation duly organized and validly existing under the laws of Delaware (the "**Grantor**") and WF Fund III Limited Partnership (carrying on business as Wellington Financial LP and Wellington Financial Fund III, the "**Secured Party**").

Introduction

Pursuant to the Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented and/or modified from time to time, the "**Loan and Security Agreement**") by and among the Grantor, the Secured Party and Synergy Software Technologies Inc. ("**Synergy**"), the Secured Party has agreed, subject to the terms and conditions set forth therein, to make a term loan and provide other financial accommodations to the Grantor and Synergy (the "**Loan**"). Under the Loan and Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Secured Party a continuing security interest in all of its Trademark Collateral (as defined below) to secure all of the Secured Obligations under, and as defined in, the Loan and Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Secured Party to enter into the Loan and Security Agreement and make the Loan to the Grantor and Synergy pursuant thereto, the Grantor agrees, for the benefit of the 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 Loan and Security Agreement.

SECTION 2. Grant of Security Interest. To secure the prompt performance of the Secured Obligations, the Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers and grants to the Secured Party a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "**Trademark Collateral**"):

(a) (i) all of its 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, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I attached hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (each, a "**Trademark**");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I; and

(c) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any

Trademark, Trademark registration or Trademark license.

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

SECTION 4. Release of Liens. Upon (i) the disposition of Trademark Collateral in accordance with the Loan and Security Agreement or (ii) the full and final discharge of the Secured Obligations (other than any inchoate obligations and obligations under the Warrant) and the termination of the Secured Party's obligations to provide the Loan under the Loan and Security Agreement, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such disposition or termination, the Secured Party will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Secured Party hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor further acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan and 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.

SECTION 6. Financing Document. This Agreement is a Financing Document executed pursuant to the Loan and Security Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

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.

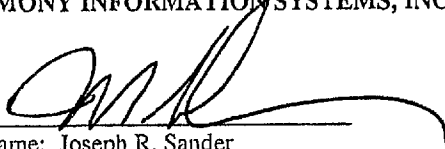
SECTION 8. Governing Law. This Agreement shall be construed under and governed by the laws of The Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the Grantor hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

HARMONY INFORMATION SYSTEMS, INC.

By: _____


Name: Joseph R. Sander

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]


TRADEMARK
REEL: 004740 FRAME: 0270

Acknowledged and agreed to as of the date first above written.

SECURED PARTY:

**WF FUND III LIMITED PARTNERSHIP, c/o/b as
WELLINGTON FINANCIAL LP and
WELLINGTON FINANCIAL FUND III, by its
general partner, GP WG FUND III LIMITED
PARTNERSHIP, by its general partner, 2089368
ONTARIO LIMITED**

By: _____


Name: Mark Usher
Title: Partner




[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 004740 FRAME: 0271**


SCHEDULE I
to Trademark Security Agreement

Item A.

Registered Trademarks

Trademark/Serial No./Registration No.	Status/Status Date
HARMONY SN:76-595213 RN:2,982,769	Registered 8 & 15 September 13, 2011
HARMONY SN:76-595214 RN:3,133,504	Registered August 22, 2006
HARMONY and Design  SN:76-595209 RN:3,133,501	Registered August 22, 2006
HARMONY and Design  SN:78-473264 RN:2,967,206	Registered July 12, 2005
HARMONY INFORMATION SYSTEMS, INC. SN:76-595208 RN:3,133,500	Registered August 22, 2006
HARMONYIS SN:76-595210 RN:3,133,502	Registered August 22, 2006
MISCELLANEOUS DESIGN  SN:76-595211 RN:3,133,503	Registered August 22, 2006

SCHEDULE I
to Trademark Security Agreement

Trademark/Serial No./Registration No.	Status/Status Date
MISCELLANEOUS DESIGN  SN:76-595212 RN:2,980,655	Registered August 2, 2005

Trademark Applications in Preparation

None.

Item B. Trademark Licenses

None.