# TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

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|---|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Second Lien Trademark Security Agreement |

## CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| Allen Systems Group, Inc. | | 05/31/2012 | CORPORATION: DELAWARE |

## RECEIVING PARTY DATA

| | |
|---|---|
| Name: | The Bank of New York Mellon Trust Company, N.A., as Collateral Agent |
| Street Address: | 525 William Penn Place |
| Internal Address: | 38th Floor |
| City: | Pittsburgh |
| State/Country: | PENNSYLVANIA |
| Postal Code: | 15259 |
| Entity Type: | National Banking Association: UNITED STATES |

## PROPERTY NUMBERS Total: 7

| Property Type | Number | Word Mark |
|---|---|---|
| Registration Number: | 3366279 | RIVERGLASS |
| Serial Number: | 85262436 | SOLUTIONS FOR EDISCOVERY |
| Serial Number: | 85265792 | SOLUTIONS FOR FUSION CENTERS |
| Serial Number: | 85265817 | INTELLIGENT ENTERPRISE SEARCH |
| Serial Number: | 85265866 | INTELLIGENT WEB MONITOR |
| Serial Number: | 85265886 | INTELLIGENT DATA CONNECTIONS |
| Serial Number: | 85265926 | SEMANTIC TEXT ANALYZER |

CH $190.00 3366279

## CORRESPONDENCE DATA

<tr style="font-size:smaller;"
Fax Number: 2124552502
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*
Phone: (212) 455-7976
Email: ksolomon@stblaw.com
Correspondent Name: Mindy M. Lok, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue

# SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of May 31, 2012 (this "Agreement"), is made by ALLEN SYSTEMS GROUP, INC., a Delaware corporation (the "Grantor"), in favor of The Bank of New York Mellon Trust Company, N.A., as the collateral agent (together with its successor(s) thereto in such capacity, the "Collateral Agent") for each of the Secured Parties.

W I T N E S S E T H :

WHEREAS, reference is made to an Indenture, dated as of November 22, 2010 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Indenture"), among the Issuer, the Guarantors and The Bank of New York Mellon Trust Company, N.A., as trustee and Collateral Agent;

WHEREAS, in connection with the Indenture, the Grantor has executed and delivered a Second Lien 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, pursuant to the Indenture and Permitted Additional Pari Passu Documents and pursuant to subpart (d) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Collateral Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured 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 Collateral 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) all United States trademarks owned by Grantor, whether registered or unregistered and whether published or unpublished, now or hereafter in force, including trademarks registered in the United States Patent and Trademark Office , and registrations and recordings thereof and all applications thereof in the United States, and all extensions and renewals of the foregoing in the United States ("Trademarks"),

including the United States Trademark registrations and applications 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 items of the type referred to in subpart (a) above (each a "Trademark License") as set forth in Item B of Schedule I hereto;

(c) the right to sue for past, present and future infringements of any of the Trademarks described in subpart (a) above, and for breach or enforcement of any Trademark License; and

(d) 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 Collateral Agent 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 Collateral 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 Collateral 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 Collateral 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 Secured Document executed pursuant to the Indenture and the Permitted Additional Pari Passu Documents and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article I of the Indenture and any similar provision of the Permitted Additional Pari Passu Documents.

SECTION 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the exercise of any right or remedy by the Collateral Agent hereunder is subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 7. Governing Law, Entire Agreement, etc. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 8. 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 Agreement.

SECTION 9. 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 SECURED 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 SECURED DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

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* * * * * *

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

ALLEN SYSTEMS GROUP, INC.

By: _____
Name: Ernest J Scheidemann
Title: Executive VP & CFO

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Collateral Agent

By: _____
Name: Craig A. Kaye
Title: Vice President

5/16/12 10:11 AM

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

| Country | Registration No. | Registration Date | Title |
|---|---|---|---|
| United States of America | 3366279 | 1/5/05 | Riverglass |

Trademarks Pending Applications

| Country | Serial No. | Filing Date | Title |
|---|---|---|---|
| United States of America | 85262436 | 3/9/11 | Solutions for eDiscovery |
| United States of America | 85265792 | 3/14/11 | Solutions for Fusion Centers |
| United States of America | 85265817 | 3/14/11 | Intelligent Enterprise Search |
| United States of America | 85265866 | 3/14/11 | Intelligent Web Monitor |
| United States of America | 85265886 | 3/14/11 | Intelligent Data Connections |
| United States of America | 85265926 | 3/14/11 | Semantic Text Analyzer (STAn) |

Item B. Trademark Licenses

| Country or Territory | Trademark | Licensor | Licensee | Effective Date | Expiration Date |
|---|---|---|---|---|---|
| N/A | N/A | N/A | N/A | N/A | N/A |