

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
Allen Systems Group, Inc.		12/14/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	TPG Allison Agent, LLC, as the Administrative Agent
Street Address:	301 Commerce Street, Suite 3300
City:	Fort Worth
State/Country:	TEXAS
Postal Code:	76102
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 61

Property Type	Number	Word Mark
Registration Number:	1979683	DOC-AID
Registration Number:	1163171	DOCU/TEXT
Registration Number:	1681000	LANDMARK SYSTEMS CORPORATION
Registration Number:	1641086	THE MONITOR
Registration Number:	3044262	QUALIPARC
Registration Number:	1458133	SIRF
Registration Number:	2115679	PERFMAN
Registration Number:	3862943	PERFMAN
Registration Number:	3928419	PERFMAN 2020
Registration Number:	3496691	PERFMAN POINTVIEW
Registration Number:	2640795	ATEMPO
Registration Number:	3957897	ASG-MYINFOASSIST
Registration Number:	3267474	EPIFORCE
Registration Number:	3158315	ATEMPO

CH \$1540.00 1979683

Registration Number:	3330453	APANI
Registration Number:	2139719	CYPRESS
Registration Number:	2109739	CYPRESS THE INTEGRATED DOCUMENT SERVER
Registration Number:	2112757	CYPRESS THE INTEGRATED DOCUMENT SERVER
Registration Number:	2601192	ASG
Registration Number:	2700435	ASG SOFTWARE SOLUTIONS
Registration Number:	3659984	ASG-AUTOMATION CENTER
Registration Number:	3695864	ASG-CYPRESS
Registration Number:	3840494	ASG-DDM
Registration Number:	3461040	ASG-INFO/X
Registration Number:	3435279	ASG-JOB/SCAN
Registration Number:	2797420	ASG-KNOWLEDGEWAVE
Registration Number:	2392701	ASG-METHODMANAGER
Registration Number:	2781593	ASG-ROCHADE
Registration Number:	3572636	ASG-SAFARI
Registration Number:	3518886	ASG-SAFARI.OLAP
Registration Number:	3444796	ASG-TEVISTA
Registration Number:	2996310	ASG-TMON
Registration Number:	1349090	CONTROLMANAGER
Registration Number:	3701286	ASG-DOCU/TEXT
Registration Number:	2357393	DOCUANALYZER
Registration Number:	1974132	DOCUMENTDIRECT
Registration Number:	2746952	E-SEARCH & VIEW
Registration Number:	1945519	ESW
Registration Number:	2617007	INFO/X
Registration Number:	1721468	INFOPAC
Registration Number:	3190224	ITEXCHANGE
Registration Number:	1730799	JCLPREP
Registration Number:	2717149	MOBIUS
Registration Number:	2874146	MOBIUS
Registration Number:	1710731	NAVIGRAPH
Registration Number:	1924487	OPMAN
Registration Number:	2317113	PRO/JCL
Registration Number:	3698527	ASG-PRO/JCL
Registration Number:	3435763	ROCHADE

TRADEMARK

REEL: 004921 FRAME: 0655

	2108451	SERVERTRANSPARENCY
Registration Number:	2642122	TEVISTA
Registration Number:	1633753	THE MONITOR
Registration Number:	3444950	TMON
Registration Number:	1786624	VIEWDIRECT
Registration Number:	2780336	WORKFLOWDIRECT
Registration Number:	1999174	WRITEDIRECT
Registration Number:	3961756	ASG-WORKFLOWDIRECT
Registration Number:	3366279	RIVERGLASS
Registration Number:	2313272	TIME NAVIGATOR
Serial Number:	85140979	ASG-WORKFLOWDIRECT
Serial Number:	85345315	CLOUDFACTORY

CORRESPONDENCE DATA

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
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	001560/0003
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/mml/
Date:	12/18/2012

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as December 14, 2012 (this "Agreement"), is made by Allen Systems Group, Inc., a Delaware corporation (the "Grantor"), in favor of TPG Allison Agent, LLC, 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 as of December 14, 2012 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement") with the lenders from time to time party thereto (collectively, the "Lenders") and the Administrative Agent, pursuant to which the Lenders have agreed to make Loans;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a First Lien Pledge and Security Agreement, dated as of December 14, 2012 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and 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;

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Security 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.

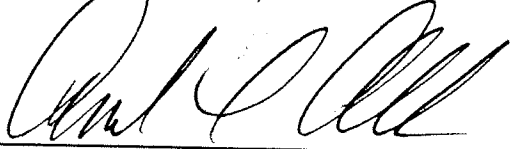
Section 8. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS 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.

[Remainder of page intentionally left blank.]

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

Address: Allen Systems Group, Inc.
1333 Third Avenue South
Naples, Florida 34102

ALLEN SYSTEMS GROUP, INC.

By: 
Name: Arthur L. Allen
Title: President and Chief Executive Officer

Address: TPG Allison Agent, LLC
301 Commerce St., Suite 3300
Fort Worth, Texas 76102
Attn: Alan Waxman

TPG ALLISON AGENT, LLC,
as the Administrative Agent

By: _____
Name: _____
Title: _____

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

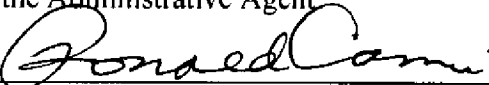
Address: Allen Systems Group, Inc.
1333 Third Avenue South
Naples, Florida 34102

ALLEN SYSTEMS GROUP, INC.

By: _____
Name:
Title:

Address: TPG Allison Agent, LLC
301 Commerce St., Suite 3300
Fort Worth, Texas 76102
Attn: Alan Waxman

TPG ALLISON AGENT, LLC,
as the Administrative Agent

By: 
Name: Ronald Cami
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004921 FRAME: 0661

**SCHEDULE I to
Trademark Security Agreement**

Item A. Trademarks

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY</u>	<u>TRADEMARK</u>
Allen Systems Group, Inc.	1979683	United States	DOC-AID
Allen Systems Group, Inc.	1163171	United States	DOCU/TEXT
Allen Systems Group, Inc.	1681000	United States	LANDMARK SYSTEMS CORPORATION
Allen Systems Group, Inc.	1641086	United States	THE MONITOR (STYLIZED)
Allen Systems Group, Inc.	N/A	Switzerland	OPMAN
Allen Systems Group, Inc.	N/A	Switzerland	SERVERTRANSPARENCY
Allen Systems Group, Inc.	N/A	Switzerland	VIEWDIRECT
Allen Systems Group, Inc.	N/A	Switzerland	WORKFLOWDIRECT
Allen Systems Group, Inc.	N/A	Switzerland	WRITEDIRECT
Allen Systems Group, Inc.	N/A	Switzerland	UNIVERSALARCHIVE
Allen Systems Group, Inc.	917159	Australia	MOBIUS AND DESIGN
Allen Systems Group, Inc.	822.790.726	Brazil	MOBIUS
Allen Systems Group, Inc.	3217204	China	MOBIUS AND DESIGN
Allen Systems Group, Inc.	3445020	China	MOBIUS AND DESIGN
Allen Systems Group, Inc.	1226505	EU	MISCELLANEOUS DESIGN
Allen Systems Group, Inc.	2741593	EU	MOBIUS AND DESIGN
Allen Systems Group, Inc.	4715346	Japan	MOBIUS AND DESIGN
Allen Systems Group, Inc.	4437060	Japan	MOBIUS STRIP DESIGN
Allen Systems Group, Inc.	468341	Switzerland	MOBIUS STRIP DESIGN
Allen Systems Group, Inc.	2,238,639	Switzerland	MOBIUS STRIP DESIGN
Allen Systems Group, Inc.	5,550,545	China	ATEMPO
Allen Systems Group, Inc.	5,089,206	European Union	ATEMPO
Allen Systems Group, Inc.	40-2006-0,026,996	Korea	ATEMPO
Allen Systems Group, Inc.	3044262	United States	QUALIPARC
Allen Systems Group, Inc.	TMA638,256	Canada	QUALIPARC
Allen Systems Group, Inc.	TMA565,511	Canada	SLAM (SERVICE LEVEL AGREEMENT MANAGER) (STYLIZED)
Allen Systems Group, Inc.	97675032	France	QUALIPARC (THE IT FACILITIES AND SERVICES MANAGEMENT

			SUITE) (STYLIZED)
Allen Systems Group, Inc.	02 3 170 945	France	QUALIPARC
Allen Systems Group, Inc.	97691304	France	QUALIPARC ASSET MANAGEMENT
Allen Systems Group, Inc.	97691302	France	QUALIPARC HELPDESK
Allen Systems Group, Inc.	97691296	France	QUALIPARC INTERFACES
Allen Systems Group, Inc.	97691301	France	QUALIPARC ASSET ACQUISITION
Allen Systems Group, Inc.	97691297	France	QUALIPARC BAR CODE INVENTORY
Allen Systems Group, Inc.	97691303	France	QUALIPARC IT WORKFLOW MANAGER
Allen Systems Group, Inc.	97691298	France	QUALIPARC REPORTING
Allen Systems Group, Inc.	97691299	France	QUALIPARC SERVICE AGREEMENT MANAGER
Allen Systems Group, Inc.	97691300	France	QUALIPARC APPLICATION MAINTENANCE MANAGER
Allen Systems Group, Inc.	99 808 147	France	SLAM (SERVICE LEVEL AGREEMENT MANAGER) (STYLIZED)
Allen Systems Group, Inc.	1490895	EU	SLAM (SERVICE LEVEL AGREEMENT MANAGER) (STYLIZED)
Allen Systems Group, Inc.	1458133	United States	SIRF
Allen Systems Group, Inc.	2115679	United States	PERFMAN
Allen Systems Group, Inc.	3862943	United States	PERFMAN
Allen Systems Group, Inc.	3928419	United States	PERFMAN 2020
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Allen Systems Group, Inc.	2640795	United States	ATEMPO
Allen Systems Group, Inc.	2139719	United States	CYPRESS
Allen Systems Group, Inc.	2109739	United States	CYPRESS THE INTEGRATED DOCUMENT SERVER
Allen Systems Group, Inc.	2112757	United States	CYPRESS THE INTEGRATED DOCUMENT SERVER
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Allen Systems Group, Inc.	2700435	United States	ASG SOFTWARE SOLUTIONS (STYLIZED)
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Allen Systems Group, Inc.	2781593	United States	ASG-ROCHADE
Allen Systems Group, Inc.	3572636	United States	ASG-SAFARI
Allen Systems Group, Inc.	3518886	United States	ASG-SAFARI.OLAP
Allen Systems Group, Inc.	3444796	United States	ASG-TEVISTA
Allen Systems Group, Inc.	2996310	United States	ASG-TMON
Allen Systems Group, Inc.	1349090	United States	CONTROLMANAGER
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Allen Systems Group, Inc.	2357393	United States	DOCUANALYZER
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Allen Systems Group, Inc.	2746952	United States	E-SEARCH & VIEW
Allen Systems Group, Inc.	1945519	United States	ESW
Allen Systems Group, Inc.	2617007	United States	INFO/X
Allen Systems Group, Inc.	1721468	United States	INFOPAC
Allen Systems Group, Inc.	3190224	United States	ITEXCHANGE
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Allen Systems Group, Inc.	2874146	United States	MOBIUS
Allen Systems Group, Inc.	1710731	United States	NAVIGRAPH
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Allen Systems Group, Inc.	3698527	United States	ASG-PRO/JCL
Allen Systems Group, Inc.	3435763	United States	ROCHADE
Allen Systems Group, Inc.	2108451	United States	SERVERTRANSPARENCY
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Allen Systems Group, Inc.	1633753	United States	THE MONITOR
Allen Systems Group, Inc.	3444950	United States	TMON
Allen Systems Group, Inc.	1786624	United States	VIEWDIRECT
Allen Systems Group, Inc.	2780336	United States	WORKFLOWDIRECT
Allen Systems Group, Inc.	1999174	United States	WRITEDIRECT
Allen Systems Group, Inc.	3961756	United States	ASG-WORKFLOWDIRECT
Allen Systems Group, Inc.	3366279	United States	RIVERGLASS
Allen Systems Group, Inc.	2313272	United States	TIME NAVIGATOR

Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>TRADEMARK</u>
Allen Systems Group, Inc.	85140979	ASG-WorkflowDirect
Allen Systems Group, Inc.	85345315	CLOUDFACTORY

Item B. Trademark Licenses

None.