

## 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
Sparta Systems, Inc.		12/28/2012	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Golub Capital LLC		
Street Address:	666 Fifth Avenue		
Internal Address:	18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10103		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3884858	TRACKWISE	
Registration Number:	2117303	TRACKWISE	
Registration Number:	2655885	TRACKWISE WEB TEAMACCESS	
Registration Number:	2655886	TRACKWISE COORDINATOR	
Registration Number:	2710608	STATEMACHINE	
Registration Number:	3930433	SPARTA SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2129693000		
Email:	trademark@proskauer.com		
Correspondent Name:	Proskauer Rose LLP		
Address Line 1:	11 Times Square		

CH \$165.00 3884858

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:

31199-080

NAME OF SUBMITTER:

Donna M. Tirella

Signature:

/Donna M. Tirella/

Date:

01/02/2013

**Total Attachments: 7**

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## EXHIBIT D

### TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 28<sup>th</sup> day of December, 2012, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and GOLUB CAPITAL LLC, a Delaware limited liability company, in its capacity as agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Agent").

#### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Sparta Systems, Inc., as borrower ("Borrower"), Sparta Holding Corporation, as a guarantor, the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and permitted assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Secured Parties have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Secured Parties are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Secured Parties, that certain Security Agreement, dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Subject to Section 2 of the Security Agreement, each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following Collateral, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and all proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i)

infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** Without limiting Grantors' obligations under the Security Agreement, Grantors and Agent may modify this Trademark Security Agreement by amending Schedule I to include any future United States registered trademarks or applications therefor of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission (including ".pdf" or ".tif" format) also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. **CONSTRUCTION.** This Trademark Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement or the Security Agreement clearly requires otherwise, the rules of construction set forth in Sections 1.2 through 1.6 of the Credit Agreement shall apply, *mutatis mutandis*.

8. **THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

9. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN NEW YORK COUNTY, CITY OF NEW YORK, NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND (AND ANY LOAN PARTY MAY RESPOND TO SUCH SUIT IN SUCH COURT). AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.

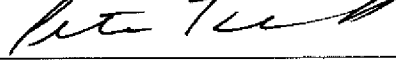
10. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTOR:**

**SPARTA SYSTEMS, INC.,**  
a New Jersey corporation

By:  \_\_\_\_\_

Name: Peter Tantillo

Title: Secretary

Trademark Security Agreement

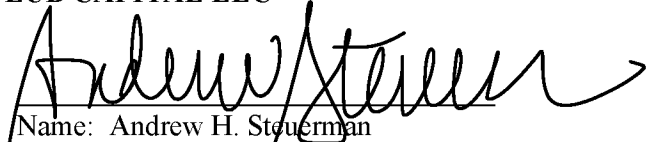
**TRADEMARK**  
**REEL: 004933 FRAME: 0394**

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**ACCEPTED AND ACKNOWLEDGED BY:**

**AGENT:**

**GOLUB CAPITAL LLC**

By:   
Name: Andrew H. Steuerman  
Title: Senior Managing Director

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademarks Registered**

<b>Owner/Applicant</b>	<b>Right</b>	<b>Registration No.</b>	<b>Registration Date</b>
Sparta Systems, Inc.	TRACKWISE (block letters)	3884858	12/7/2010
Sparta Systems, Inc.	TRACKWISE	2117303	12/2/1997
Sparta Systems, Inc.	TRACKWISE WEB TEAM ACCESS	2655885	12/3/2002
Sparta Systems, Inc.	TRACKWISE COORDINATOR	2655886	12/3/2002
Sparta Systems, Inc.	STATEMACHINE	2710608	4/29/2003
Sparta Systems, Inc.	SPARTA SYSTEMS (block letters)	3930433	3/15/2011

Trademarks Pending: None

**Foreign Registrations**

<b>Owner/Applicant</b>	<b>Territory</b>	<b>Right</b>	<b>Registration No.</b>	<b>Registration Date</b>
Sparta Systems, Inc.	Israel	SPARTA SYSTEMS	227036	3/7/2011
Sparta Systems, Inc.	Israel	SPARTA SYSTEMS	227037	3/7/2011
Sparta Systems, Inc.	Israel	SPARTA SYSTEMS	227038	3/7/2011
Sparta Systems, Inc.	Israel	TRACKWISE	227039	3/7/2011
Sparta Systems, Inc.	Israel	TRACKWISE	227040	3/7/2011
Sparta Systems, Inc.	Israel	TRACKWISE	227041	3/7/2011
Sparta Systems, Inc.	WIPO* (CH, CN, JP, KR, NO)	TRACKWISE	1018025	10/1/2009
Sparta Systems, Inc.	WIPO* (AU, CN, NO)	SPARTA SYSTEMS	1020471	4/11/2009
Sparta Systems, Inc.	WIPO* (EU)	TRACKWISE	910687	2/1/2007
Sparta Systems, Inc.	EU (CTM)	SPARTA SYSTEMS	008556672	2/18/2011
Sparta Systems, Inc.	EU (CTM)	TRACKWISE	008507774	3/29/2010
Sparta Systems, Inc.	Hong Kong	SPARTA SYSTEMS	301519344	6/10/2010
Sparta Systems, Inc.	Hong Kong	TRACKWISE	301489591	7/12/2010
Sparta Systems, Inc.	India	TRACKWISE	1854566	3/11/2011
Sparta Systems, Inc.	India	TRACKWISE	1854568	3/11/2011
Sparta Systems, Inc.	India	TRACKWISE	1854567	3/11/2011

\*Territories in which final grant of rights has been issued are noted in parentheses



**Foreign Trademarks Pending:**

<b>Owner/Applicant</b>	<b>Territory</b>	<b>Right</b>	<b>Application No.</b>	<b>Filing Date</b>
Sparta Systems, Inc.	Canada	SPARTA SYSTEMS	1452528	9/21/2009
Sparta Systems, Inc.	Canada	TRACKWISE	1449278	8/24/2009
Sparta Systems, Inc.	Brazil	SPARTA SYSTEMS	8304933980	1/13/2010
Sparta Systems, Inc.	Brazil	SPARTA SYSTEMS	830494006	1/13/2010
Sparta Systems, Inc.	Brazil	SPARTA SYSTEMS	830493999	1/13/2010
Sparta Systems, Inc.	Brazil	TRACKWISE	830526315	2/4/2010
Sparta Systems, Inc.	Brazil	TRACKWISE	830526277	2/4/2010
Sparta Systems, Inc.	Brazil	TRACKWISE	830526285	2/4/2010
Sparta Systems, Inc.	India	SPARTA SYSTEMS	1863900	9/17/2009
Sparta Systems, Inc.	India	SPARTA SYSTEMS	1863901	9/17/2009
Sparta Systems, Inc.	India	SPARTA SYSTEMS	1863902	9/17/2009
Sparta Systems, Inc.	Korea	SPARTA SYSTEMS	45-2011-5875	12/21/2011