

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SOFTECH, INC.		05/10/2013	CORPORATION: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PRIDES CROSSING CAPITAL, LP		
<b>Street Address:</b>	800 BOYLSTON STREET		
<b>City:</b>	BOSTON		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02199-1900		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>Name:</b>	PRIDES CROSSING CAPITAL-A LP		
<b>Street Address:</b>	800 BOYLSTON STREET		
<b>City:</b>	BOSTON		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02199-1900		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2850133	CADRA	
Registration Number:	3657546	PRODUCTCENTER	
Registration Number:	4170380	SOFTECH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6173506878		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	617.350.6800		

OP \$90.00 2850133

**900254849**

**TRADEMARK  
 REEL: 005024 FRAME: 0893**

Email: trademarks@gesmer.com  
Correspondent Name: Susan M. Mulholland - GESMER UPDEGROVE  
Address Line 1: 40 Broad Street  
Address Line 4: Boston, MASSACHUSETTS 02109

NAME OF SUBMITTER:	Susan M. Mulholland
Signature:	/sm mulholland/
Date:	05/10/2013

Total Attachments: 5  
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

(SofTech, Inc.)

This Intellectual Property Security Agreement, is entered into this 10th day of May, 2013 (the "IP Security Agreement") by and between SOFTECH, INC., a Massachusetts corporation with a place of business at 59 Lowes Way, Suite 401, Lowell, Massachusetts (the "Borrower") and PRIDES CROSSING CAPITAL, L.P. ("PCC") and PRIDES CROSSING CAPITAL-A, L.P., ("PCCA") both with an address of 800 Boylston Street, Suite 2200, Boston, Massachusetts (collectively the "Lenders").

**RECITALS**

This IP Security Agreement is a supplement to that certain Loan, Pledge and Security Agreement, dated as of the date herein, by and between the Borrower and Lenders (the "Loan Agreement").

All capitalized terms not defined herein shall have the definitions ascribed to them in the Loan Agreement, and are incorporated herein by reference. If there is a conflict between the definitions, terms or provisions of this IP Security Agreement and the Loan Agreement, the definitions, terms or provisions of the Loan Agreement shall control.

This IP Security Agreement is executed for the purpose of filing a short form security agreement in the United States Patent and Trademark Office (the "USPTO") and the US Copyright Office, which sets forth the Borrower's pledge of its intellectual property as security for the Indebtedness Borrower owes the Lenders, as set forth in the Loan Agreement and all other Loan Documents.

**GRANT OF SECURITY INTEREST**

The Borrower hereby grants to the Lenders a security interest in and lien on all of the intellectual property assets owned by the Borrower, including without limitation all patents, trademarks, and copyrights set forth in **Exhibit 1**, attached hereto and incorporated herein by reference, wherever located and whether now owned or hereafter acquired, all source code associated with such intellectual property, all goodwill of the business of the Borrower connected with the use of, or otherwise symbolized by, such intellectual property, all rights to sue for infringement of such intellectual property, and all parts, replacements, substitutions, profits, products, amendments, updates and cash and non-cash proceeds of any of the foregoing (including insurance proceeds, of any kind, including those payable by reason of loss or damage thereto) in any form and wherever located, and all written or electronically recorded books and records relating to any such assets and other rights relating thereto, wherever located and whether now owned or hereafter acquired (collectively the "IP Collateral").

**REPRESENTATIONS, WARRANTIES, COVENANTS AND MISCELLANEOUS**

All other terms, conditions, agreements, obligations, representations, warranties,

covenants, definitions, exhibits and miscellaneous terms, conditions, agreements and obligations set forth in the Loan Agreement are restated and incorporated herein by reference.

[Remainder of the page is blank. Signatures appear on the following page.]

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

THE BORROWER

SOFTECH, INC.

  
\_\_\_\_\_  
Joseph P. Mullaney  
Its Chief Executive Officer

LENDERS

PRIDES CROSSING CAPITAL, L.P.

By PRIDES CROSSING CAPITAL GP, LLC

Its General Partner

\_\_\_\_\_  
Peter M. Sherwood  
Its Manager

PRIDES CROSSING CAPITAL-A, L.P.

By PRIDES CROSSING CAPITAL GP, LLC

Its General Partner

\_\_\_\_\_  
Peter M. Sherwood  
Its Manager

[SofTech: Signature page to IP Security Agreement – May 13]

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

THE BORROWER

SOFTECH, INC.


\_\_\_\_\_  
Joseph P. Mullaney  
Its Chief Executive Officer

LENDERS

PRIDES CROSSING CAPITAL, L.P.

By PRIDES CROSSING CAPITAL GP, LLC

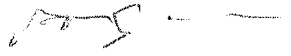
Its General Partner

  
\_\_\_\_\_  
Peter M. Sherwood  
Its Manager

PRIDES CROSSING CAPITAL-A, L.P.

By PRIDES CROSSING CAPITAL GP, LLC

Its General Partner

  
\_\_\_\_\_  
Peter M. Sherwood  
Its Manager

[SofTech: Signature page to IP Security Agreement – May 13]

**Exhibit 1**

List of Patents, Trademarks, and Copyrights

US Trademarks Registrations

CADRA	Trademark No. 2,850,133
PRODUCTCENTER	Trademark No. 3,657,546
SOFTECH	Trademark No. 4,170,380

Community Trade Mark Registrations

DESIGNGATEWAY	Trademark No. 1,615,178
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Canadian Trademark Registrations

SOFTECH	Trademark No. TMA 348907
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US Registered Copyrights

Cadra	TX0004863374
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