

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 |
|------------------------|----------|----------------|-----------------------|
| Aptean, Inc. | | 02/26/2014 | CORPORATION: DELAWARE |
| Activplant Corporation | | 02/26/2014 | CORPORATION: CANADA |

RECEIVING PARTY DATA

| | |
|------------------------|-------------------------------------|
| Name: | Morgan Stanley Senior Funding, Inc. |
| Street Address: | 1585 Broadway |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10036 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 45

| Property Type | Number | Word Mark |
|----------------------|---------|--------------------------|
| Registration Number: | 2832415 | ACTIVE DECISIONS |
| Registration Number: | 1765699 | AXIOM |
| Registration Number: | 4015214 | CIMNET |
| Registration Number: | 1919047 | COGNITIVE PROCESSOR |
| Registration Number: | 2849102 | COMPIERE |
| Registration Number: | 3364767 | COMPIERE |
| Registration Number: | 3727502 | COMPIERE FROM THE SOURCE |
| Registration Number: | 3531657 | CONSONA |
| Registration Number: | 2436658 | CSC |
| Registration Number: | 2929050 | DNA |
| Registration Number: | 2911313 | DNA PROBE |
| Registration Number: | 2789146 | ENCOMPIX |
| Registration Number: | 2682880 | ENGENIX |

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| Registration Number: | 3403198 | INFIMACS II |
| Registration Number: | 2817905 | KANISA |
| Registration Number: | 3102180 | KNOVA |
| Registration Number: | 2577527 | M2M |
| Registration Number: | 1602007 | MADE 2 MANAGE |
| Registration Number: | 2151683 | NOTIFIER |
| Registration Number: | 1983432 | ONYX |
| Registration Number: | 1748175 | PARADIGM |
| Registration Number: | 2303097 | SERVICEWARE |
| Registration Number: | 2943207 | SMARTACCESS |
| Registration Number: | 2811109 | SMARTISSUE |
| Registration Number: | 2906891 | SMARTRESULT |
| Registration Number: | 2333486 | SUPPLYWORKS |
| Registration Number: | 2951959 | SUPPORTACTION |
| Registration Number: | 2783201 | SUPPORTSOFT |
| Registration Number: | 2799210 | SUPPORTSOFT |
| Registration Number: | 2729784 | SUPPORTSOFT |
| Registration Number: | 2952126 | SUPPORTTRIGGER |
| Registration Number: | 3262547 | APRESTA |
| Registration Number: | 3442508 | SARATOGA CRM |
| Registration Number: | 1629873 | RENAISSANCE |
| Registration Number: | 1638930 | ROSS SYSTEMS |
| Registration Number: | 2632057 | MARKETFIRST |
| Registration Number: | 4407890 | RESOLUTIONIZING THE CUSTOMER SUPPORT EXP |
| Registration Number: | 3089828 | GOMEMBERS |
| Registration Number: | 3068291 | MEMBERTRAK |
| Registration Number: | 3164713 | MEETINGTRAK |
| Registration Number: | 4442277 | APTEAN |
| Registration Number: | 3664449 | THROUGHPUT ANALYZER |
| Registration Number: | 3515333 | THROUGHPUT ANALYZER |
| Registration Number: | 3347251 | ACTIVESSENTIALS |
| Registration Number: | 2041684 | SEARCHEXPRESS |

CORRESPONDENCE DATA

Fax Number: 2124464900

TRADEMARK
REEL: 005226 FRAME: 0581

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

Email: susan.zablocki@kirkland.com
Correspondent Name: Susan Zablocki
Address Line 1: Kirkland & Ellis LLP
Address Line 2: 601 Lexington Avenue
Address Line 4: New York, NEW YORK 10022

| | |
|-------------------------|------------------|
| ATTORNEY DOCKET NUMBER: | 13999-4 |
| NAME OF SUBMITTER: | Susan zablocki |
| Signature: | /susan zablocki/ |
| Date: | 02/27/2014 |

Total Attachments: 8

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement dated as of February 26, 2014 (this "Trademark Security Agreement"), is made by each Pledgor that is a signatory hereto, in favor of Morgan Stanley Senior Funding, Inc., in its capacity as collateral agent for the secured parties (in such capacity, the "Collateral Agent") pursuant to that certain second lien credit agreement, dated as of February 26, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Apteau, Inc., a Delaware corporation (the "Borrower"), Apteau Parent Co S.à.r.l., a Luxembourg *société à responsabilité limitée*, with registered office at 19, rue de Bitbourg, L-1273 Luxembourg, registered with the Luxembourg Trade and Companies Register under number B 169191, with a share capital of USD 20,000 ("Holdings"), certain subsidiaries of Holdings from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

WITNESSETH:

WHEREAS, the Pledgors are party to a Second Lien Security Agreement of even date with the Credit Agreement (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

- (a) all Trademarks of such Pledgor, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the full payment and performance of the Secured Obligations (other than contingent indemnification obligations and unasserted expense reimbursement obligations, and that, pursuant to the provisions of the Credit Agreement, the other Loan Documents and any Secured Hedging Agreement, survive the termination thereof, and any outstanding Letters of Credit that are cash collateralized in accordance with the Credit Agreement or are backstopped), the security interest granted therein and the security interest granted herein shall automatically and immediately terminate and be deemed automatically and immediately released, and the Collateral Agent shall on the date thereof and, upon any request by any Pledgor, promptly execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 7. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

SECTION 8. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Trademark Security Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the Intercreditor Agreement), including liens and security interests granted to the First Lien Collateral Agent pursuant to or in connection with the First Lien Credit Agreement and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the Intercreditor Agreement. In the event of any con-

flict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

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APTEAN, INC.
as Pledgor

By: 

Name: Paul J. Ilse

Title: Chief Executive Officer

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005226 FRAME: 0586

ACTIVPLANT CORPORATION

as Pledgor

By: 

Name: Paul J. Ilse

Title: Chief Executive Officer

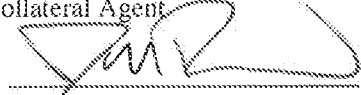
[Signature Page to Second Lien Trademark Security Agreement]

Accepted and Agreed:

**MORGAN STANLEY SENIOR
FUNDING, INC.,**

as Collateral Agent

By: _____



Name: Jonathon Rau

Title: Authorized Signatory

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005226 FRAME: 0588

Schedule 1

| MARK | COUNTRY | APP NO./REG. NO. | STATUS | OWNER |
|--------------------------|---------------|------------------|------------|-----------------------|
| Active Decisions | United States | 2832415 | Registered | Aptean, Inc. |
| Axiom | United States | 1765699 | Registered | Aptean, Inc. |
| Cimnet | United States | 4015214 | Registered | Aptean, Inc. |
| Cognitive Processor | United States | 1919047 | Registered | Aptean, Inc. |
| Compiere | United States | 2849102 | Registered | Aptean, Inc. |
| | United States | 3364767 | Registered | Aptean, Inc. |
| Compiere From the Source | United States | 3727502 | Registered | Aptean, Inc. |
| Consona | United States | 3531657 | Registered | Aptean, Inc. |
| CSC (Stylized) | United States | 2436658 | Registered | Aptean, Inc. |
| DNA | United States | 2929050 | Registered | Aptean, Inc. |
| DNA Probe | United States | 2911313 | Registered | Aptean, Inc. |
| Encompix | United States | 2789146 | Registered | Aptean, Inc. |
| Engenix (and Design) | United States | 2682880 | Registered | Aptean, Inc. |
| Infimacs II | United States | 3403198 | Registered | Aptean, Inc. |
| Kanisa | United States | 2817905 | Registered | Aptean, Inc. |
| Knova | United States | 3102180 | Registered | Aptean, Inc. |
| M2M | United States | 2577527 | Registered | Aptean, Inc. |
| Made2Manage | United States | 1602007 | Registered | Aptean, Inc. |
| Notifier | United States | 2151683 | Registered | Aptean, Inc. |
| Onyx | United States | 1983432 | Registered | Aptean, Inc. |
| Paradigm | United States | 1748175 | Registered | Aptean, Inc. |
| ServiceWare | United States | 2303097 | Registered | Aptean, Inc. |
| Smartaccess | United States | 2943207 | Registered | Aptean, Inc. |
| SmartIssue | United States | 2811109 | Registered | Aptean, Inc. |
| SmartResult | United States | 2906891 | Registered | Aptean, Inc. |
| SupplyWorks | United States | 2333486 | Registered | Aptean, Inc. |
| SupportAction | United States | 2951959 | Registered | Aptean, Inc. |
| SupportSoft | United States | 2783201 | Registered | Aptean, Inc. |
| SupportSoft | United States | 2799210 | Registered | Aptean, Inc. |
| SupportSoft | United States | 2729784 | Registered | Aptean, Inc. |
| SupportTrigger | United States | 2952126 | Registered | Aptean, Inc. |
| APRESTA | United States | 3262547 | Registered | Aptean, Inc. |
| SARATOGA CRM | United States | 3442508 | Registered | Aptean, Inc. |
| RENAISSANCE | United States | 1629873 | Registered | Aptean, Inc. |
| ROSS SYSTEMS | United States | 1638930 | Registered | Aptean, Inc. |
| MARKETFIRST | United States | 2632057 | Registered | Aptean Holdings, Inc. |
| RESOLUTIONIZING | United States | 4407890 | Registered | Aptean, Inc. |

| MARK | COUNTRY | APP NO./REG. NO. | STATUS | OWNER |
|-------------------------|---------------|------------------|------------|---------------------------------|
| THE CUSTOMER EXPERIENCE | | | | |
| GOMEMBERS | United States | 3089828 | Registered | Aptean, Inc. |
| MEMBERTRAK | United States | 3068291 | Registered | Aptean, Inc. |
| MEETINGTRAK | United States | 3164713 | Registered | Aptean, Inc. |
| APTEAN | United States | 4442277 | Registered | Aptean Holdings, Inc. |
| THROUGHPUT ANALYZER | United States | 3664449 | Registered | Activplant Corporation (CANADA) |
| THROUGHPUT ANALYZER | United States | 3515333 | Registered | Activplant Corporation (CANADA) |
| ACTIVESSENTIALS | United States | 3347251 | Registered | Activplant Corporation (CANADA) |
| SEARCHEXPRESS | United States | 2041684 | Registered | Activplant Corporation (CANADA) |