

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM346360

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
XTS Software Corporation		06/25/2015	CORPORATION: OREGON
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC, as Collateral Agent		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4031584	AJERA CORE	
Registration Number:	4026110	AJERA COMPLETE	
Registration Number:	3913808	AJERA	
Registration Number:	3786778	AXIUM	
Registration Number:	3677732	ARCHITTREK	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2129061200		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 2:	Suite 1000		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	038507-0258		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	06/30/2015		

CH \$140.00 4031584

Total Attachments: 13

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement dated as of June 25, 2015 (this "Trademark Security Agreement"), by and among Deltek, Inc., a Delaware corporation and each guarantor listed on Schedule 1 hereto (the "Pledgors"), in favor of Jefferies Finance LLC, in its capacity as collateral agent for the Secured Parties (in such capacity, together with any successor thereof, the "Collateral Agent") pursuant to that certain Second Lien Credit Agreement, dated as of June 25, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Deltek, Inc., a Delaware corporation ("Deltek"), Project Diamond Intermediate Holdings Corporation, a Delaware corporation ("Holdings"), the Pledgor and each of the other guarantors listed on the signature pages thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to that certain Second Lien Security Agreement dated as of June 25, 2015 (as amended, restated, amended and restated, supplemented 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 ratable 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.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the ratable 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, whether now existing or hereafter arising or acquired from time to time (collectively, the "Trademark Collateral"): all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URLs), domain names, corporate names, trade names, or other indicia of source, whether registered or unregistered, all registrations and applications for the foregoing (whether statutory or common law and whether registered or applied for in the United States or any other country, multi-national registry or any political subdivision thereof), together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use of any of the foregoing, (ii) all goodwill associated therewith, (iii) extensions and renewals thereof and amendments thereto, (iv) proceeds, income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present and future infringements, dilutions or other violations thereof, including the United States trademark registrations and applications for registration, listed on Schedule 2 attached hereto.

Notwithstanding the foregoing, the Trademark Collateral shall not include any intent-to-use trademark application to the extent, and for so long as, creation by such Pledgor of a security interest therein would result in loss by such Pledgor of any rights therein, or in any registration issuing therefrom, unless and until a Statement of Use or an Amendment to Allege Use has been filed with the United States Patent and Trademark Office with respect to such intent-to-use trademark application.

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. Once the Commitments have been terminated and the principal of and interest and premium (if any) on each Loan, all Fees and all other expenses or amounts payable under any Loan Document have been paid in full (other than contingent indemnification obligations that, pursuant to the terms of the Credit Agreement and the other Loan Documents, survive the termination thereof), the security interest granted pursuant to the Security Agreement and the security interest granted herein shall terminate and be deemed released, and upon written request of the Borrower, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. 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.

SECTION 6. 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 7. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, the Pledgor and the Collateral Agent agree that the lien and security interest granted to the Collateral Agent pursuant to the Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DELTEK, INC.

By: _____

Name: Robert N. Walton


Title: Secretary

Signature Page to Second Lien Trademark Security Agreement

TRADEMARK
REEL: 005565 FRAME: 0715

**THE WASHINGTON MANAGEMENT GROUP,
INC.**

By: _____



Name: Robert N. Walton

Title: Secretary

Signature Page to Second Lien Trademark Security Agreement

**TRADEMARK
REEL: 005565 FRAME: 0716**

CENTURION RESEARCH SOLUTIONS, LLC

By: 
Name: Robert N. Walton
Title: Secretary

Signature Page to Second Lien Trademark Security Agreement

TRADEMARK
REEL: 005565 FRAME: 0717

FSI HOLDINGS, INC

By: _____

Name: Robert N. Walton


Title: Secretary

Signature Page to Second Lien Trademark Security Agreement

TRADEMARK
REEL: 005565 FRAME: 0718

INPUT, INC.

By: _____



Name: Robert N. Walton

Title: Secretary

Signature Page to Second Lien Trademark Security Agreement

TRADEMARK
REEL: 005565 FRAME: 0719

XTS SOFTWARE CORPORATION

By: 
Name: Robert N. Walton
Title: Secretary

Signature Page to Second Lien Trademark Security Agreement

TRADEMARK
REEL: 005565 FRAME: 0720

Accepted and Agreed:

JEFFERIES FINANCE LLC,
as Administrative Agent and Collateral Agent

By: _____



Name: J. Paul McDonnell
Title: Managing Director

SCHEDULE 1
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT




PLEDGORS

NAME	ADDRESS
Deltek, Inc.	2291 Wood Oak Drive Herndon, VA 20171
The Washington Management Group, Inc.	2291 Wood Oak Drive Herndon, VA 20171
Centurion Research Solutions, LLC	2291 Wood Oak Drive Herndon, VA 20171
FSI Holdings, Inc.	2291 Wood Oak Drive Herndon, VA 20171
INPUT, Inc.	2291 Wood Oak Drive Herndon, VA 20171
XTS Software Corporation	2291 Wood Oak Drive Herndon, VA 20171

SCHEDULE 2
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

Mark	App. No./ Filing Date	Reg. No./ Reg. Date	Status	Owner
AWARD	76/409399 5/20/2002	2795805 12/16/2003	Registered	Deltek, Inc.
COBRA & Design 	74/240817 1/27/1992	1727269 10/27/1992	Registered	Deltek, Inc.
COSTPOINT	74/532144 6/1/1994	1978814 6/4/1996	Registered	Deltek, Inc.
D Deltek & Design 	78/847729 3/28/2006	3782842 4/27/2010	Registered	Deltek, Inc.
D Design 	78/847725 3/28/2006	3788782 5/11/2010	Registered	Deltek, Inc.
DELTEK	73/595036 4/24/1986	1674008 2/4/1992	Registered	Deltek, Inc.
DELTEK VISION	76/452194 9/18/2002	2835962 4/27/2004	Registered	Deltek, Inc.
FEDERAL OUTLOOK	76/375217 2/26/2002	2734099 7/8/2003	Registered	Washington Management Group, Inc.
FEDSOURCES	85/261896 3/9/2011	4038316 10/11/2011	Registered	The Washington Management Group, Inc.
GOVEDGE	77/453433 4/21/2008	3652293 7/7/2009	Registered	Input, Inc.
GOVWIN	76/529425 7/15/2003	2960409 6/7/2005	Registered	Deltek, Inc.
IEP	77/080119 1/10/2007	3338306 11/20/2007	Registered	Input, Inc.
IMPACT	75/111873 5/30/1996	2111801 11/11/1997	Registered	Input, Inc.
INPUT	73/263028 5/21/1980	1179113 11/24/1981	Registered	Input, Inc.
INPUT	73/798338 5/8/1989	1572344 12/19/1989	Registered	Input, Inc.
INPUT	78/203132 1/14/2003	2788957 12/2/2003	Registered	Input, Inc.
INPUT EXECUTIVE PROGRAM	77/080093 1/10/2007	3338305 11/20/2007	Registered	Input, Inc.
INPUT NETWORK	78/773594 12/14/2005	3186468 12/19/2006	Registered	Input, Inc.

Mark	App. No./ Filing Date	Reg. No./ Reg. Date	Status	Owner
INPUT/OUTPUT	73/287703 11/28/1980	1224189 1/18/1983	Registered	Input, Inc.
INPUT/OUTPUT	78/206807 1/24/2003	2874359 8/17/2004	Registered	Input, Inc.
KNOW MORE. DO MORE.	78/516977 11/15/2004	3020841 11/29/2005	Registered	Deltek, Inc.
MYINPUT	78/203732 1/15/2003	2791419 12/9/2003	Registered	Input, Inc.
OPEN PLAN	73/618032 9/2/1986	1585338 3/6/1990	Registered	Deltek, Inc.
OPEN PLAN PROFESSIONAL	74/707430 7/13/1995	2028368 1/7/1997	Registered	Deltek, Inc.
PROJECT CONNECT	78/663378 7/4/2005	3182991 12/12/2006	Registered	Deltek, Inc.
RISK+	75/503895 6/17/1998	2344552 4/25/2000	Registered	Deltek, Inc.
STATE OF THE STATES	76/375388 2/26/2002	2690478 2/25/2003	Registered	Washington Management Group, Inc.
VISIONXTEND	76/640301 6/7/2005	3175850 11/28/2006	Registered	Deltek, Inc.
WELCOM	74/707432 7/13/1995	2045456 3/18/1997	Registered	Deltek, Inc.
WELCOMHOME	76/652958 1/5/2006	3464868 7/15/2008	Registered	Deltek, Inc.
WELCOMPORFOLIO	76/652969 1/5/2006	3300444 10/2/2007	Registered	Deltek, Inc.
WELCOMRISK	76/652959 1/5/2006	3447291 6/17/2008	Registered	Deltek, Inc.
WIND2	73/764818 11/21/1988	1549003 7/25/1989	Registered	Deltek, Inc.
WINSIGHT	76/434711 7/25/2002	2746672 8/5/2003	Registered	Deltek, Inc.
Acumen Fuse	77/761713 6/17/2009	3804610 6/15/2010	Registered	Deltek, Inc.
AJERA CORE	85/246518 2/18/2011	4031584 9/27/2011	Registered	XTS Software Corporation
AJERA COMPLETE	85/246512 2/18/2011	4026110 9/13/2011	Registered	XTS Software Corporation
AJERA	85/063609 6/15/2010	3913808 2/1/2011	Registered	XTS Software Corporation
AXIUM	77/689901 3/12/2009	3786778 5/11/2010	Registered	XTS Software Corporation
ARCHITREK	77/591227 10/13/2008	3677732 9/1/2009	Registered	XTS Software Corporation
INOW	86012705 7/17/2013	4485217 2/18/2014	Registered	Centurion Research Solutions, LLC
BUSINESS INTELLIGENCE NOW	86/012782 7/17/2013	4497413 3/18/2014	Registered	Centurion Research Solutions, LLC

Mark	App. No./ Filing Date	Reg. No./ Reg. Date	Status	Owner
OPPORTUNITY ASSESSMENT NOW	86/012794 7/17/2013	4497414 3/18/2014	Registered	Centurion Research Solutions, LLC
CENTURION RESEARCH SOLUTIONS PLAN. BID. WIN... EXECUTE	86/012832 7/17/2013	4497416 3/18/2014	Registered	Centurion Research Solutions, LLC
GOVWIN IQ	85/960525 6/14/2013	4726057 4/28/2015	Registered	Deltek, Inc.
KONA	85/358099 6/28/2011	4376982 7/30/2013	Registered	Deltek, Inc.
KONA	85/358121 6/28/2011	4376983 7/30/2013	Registered	Deltek, Inc.
KONA	85/358128 6/28/2011	4376984 7/30/2013	Registered	Deltek, Inc.
KONA	85/358109 6/28/2011	4637477 11/11/2014	Registered	Deltek, Inc.
FEDSOURCES A WASHINGTON MANAGEMENT GROUP COMPANY	85/261947 3/9/2011	4244260 11/20/2012	Registered	Washington Management Group, Inc.
FEDSOURCES INTELLISEARCH	85/261997 3/9/2011	4248299 11/27/2012	Registered	FSI Holdings, Inc.
DELTEK PM COMPASS	85/177195 11/15/2010	4632633 11/4/2014	Registered	Deltek, Inc.
DELTEK PM COMPASS	85/177207 11/15/2010	4632634 11/4/2014	Registered	Deltek, Inc.