

**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
Chesapeake Sytem Solutions, Inc.		10/12/2005	CORPORATION: MARYLAND

**RECEIVING PARTY DATA**

Name:	Merrill Lynch Business Financial Services Inc.
Street Address:	222 North LaSalle Street, 17th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Serial Number:	78036806	UPCS
Serial Number:	78259328	CHESAPEAKE SMARTTREASURY
Serial Number:	78524585	CHESAPEAKE IDM
Serial Number:	78551765	CHESAPEAKE RPM
Serial Number:	78661364	SMARTANALYSIS RM
Registration Number:	2552755	T-RECS
Registration Number:	2612769	CHESAPEAKE SYSTEMSOLUTIONS
Registration Number:	2838771	SMARTRESOLVE
Registration Number:	2838772	SMARTMATCH
Registration Number:	2843814	SMARTANALYSIS
Registration Number:	2907309	NETRESOLVE
Registration Number:	2926967	SMARTTREASURY
Registration Number:	2942980	SMARTAUDIT

**CORRESPONDENCE DATA**

**900034295**

**TRADEMARK  
 REEL: 003177 FRAME: 0769**

**OP \$340.00 78036806**

Fax Number: (312)863-7865  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 312-201-3865  
Email: sharon.patterson@goldbergkohn.com  
Correspondent Name: Sharon Patterson  
Address Line 1: 55 E. Monroe St., Ste. 3700  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	4613.004 (CHESAPEAKE)
NAME OF SUBMITTER:	Sharon Patterson
Signature:	/sharon patterson/
Date:	10/19/2005

Total Attachments: 3  
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## TRADEMARK MORTGAGE

THIS TRADEMARK MORTGAGE (this "Mortgage"), made as of the 12<sup>th</sup> day of October 2005 by and between Chesapeake System Solutions, Inc. a Maryland corporation (the "Customer"), and MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC., a Delaware corporation ("Lender").

### W I T N E S S E T H

WHEREAS, pursuant to that certain WCMA Loan and Security Agreement dated as of August 26, 2002 No. 723-07546 and that certain Term Loan and Security Agreement dated as of January 20, 2004, each executed between the Customer and Lender (as amended or otherwise modified from time to time, the "Loan Agreements"), to secure certain obligations, liabilities and indebtedness from time to time owing by the Customer to Lender, the Customer has granted to Lender a continuing security interest in certain of the Customer's assets, including, without limitation, the Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Customer and Lender agree as follows:

1. Incorporation of Loan Agreement Definitions. The Loan Agreements and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Loan Agreements.

2. Grant and Reaffirmation of Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Obligations, the Customer hereby grants to Lender, and hereby reaffirms its prior grant pursuant to each of the Loan Agreements, of a continuing security interest in the Customer's entire right, title and interest in and to all of its Trademarks, including, without limitation, all Trademarks and all of the goodwill of the business connected with the use of, and symbolized by, any of the Trademarks; each license of any of the Trademarks in favor of the Customer as licensee, including, without limitation, to the extent such license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder, and all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by Customer against third parties and damages for the past, present or future infringement or dilution of any of the Trademarks or any of the Trademarks licensed under any license of any of the Trademarks, or for injury to the goodwill associated with any of the Trademarks, and all rights corresponding to any of the foregoing throughout the world (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Collateral"). The term "Trademarks" shall mean all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, and all reissues, extensions or renewals thereof), including but not limited those set forth on Schedule A attached hereto.

3. Term. The term of the security interests granted herein shall extend until the Obligations have been paid in full and each of the Loan Agreements has been terminated in accordance with their terms.

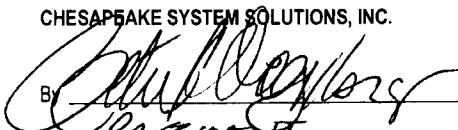
4. Effect on Other Agreements; Cumulative Remedies. The Customer acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Lender under any of the Loan Agreements but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Lender with respect to the Trademarks, whether established hereby or by any of the Loan Agreements, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently.

5. Binding Effect; Benefits. This Mortgage shall be binding upon the Customer and its respective successors and assigns, and shall inure to the benefit of the Lender and its successors and assigns.

6. APPLICABLE LAW; SEVERABILITY. THIS MORTGAGE SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS, EXCEPT FOR THE PERFECTION AND ENFORCEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS MORTGAGE SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS MORTGAGE SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS MORTGAGE.


IN WITNESS WHEREOF, the parties hereto have duly executed this Mortgage as of the date first above written.

CHESAPEAKE SYSTEM SOLUTIONS, INC.

By   
Its PRESIDENT

Accepted and Agreed to as of the date first written above:

MERRILL LYNCH BUSINESS FINANCIAL  
SERVICES INC.

By   
Its Documentation Specialist

SCHEDULE A

TRADEMARKS

<u>TRADEMARK DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>
1. T-RECS	2552755
2. CHESAPEAKE SYSTEMSOLUTIONS DESIGN	2612769
3. SMARTRESOLVE	2838771
4. SMARTMATCH	2838772
5. SMARTANALYSIS	2843814
6. NETRESOLVE	2907309
7. SMARTTREASURY	2926967
8. SMARTAUDIT	2942980

<u>TRADEMARK APPLICATION</u>	<u>SERIAL NUMBER</u>
1. UPCS	78-036806
2. CHESAPEAKE SMARTTREASURY	78-259328
<del>3. TEAM-BARIATRICS</del>	<del>78-524584</del>
4. CHESAPEAKE RPM	78-551765
5. SMARTANALYSIS RM	78-661364

3. Chesapeake IDM

78-524585

