

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 5, 2005 by and between **ORIX Venture Finance LLC** ("ORIX") and **HMS Software, Inc.**, a Delaware corporation ("Grantor"), with reference to the following facts:

A. ORIX, Grantor and Visiprise, Inc. are parties to that certain Loan and Security Agreement of dated December 5, 2005 (as amended from time to time, the "Loan Agreement"). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.).

B. Pursuant to the Loan Agreement, Grantor has granted to ORIX a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its "Obligations" as defined in the Loan Agreement, Grantor grants to ORIX a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office.

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Secured Party with at least 15 days prior written notice thereof, (ii) providing Secured Party with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks,

software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.

4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and ORIX's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of ORIX and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of California.

Address of Grantor:

HMS Software, Inc.

1620 Sudbury Road
Concord, MA 01742

By 
Title IT & CFO Secretary

Address of ORIX:

ORIX Venture Finance LLC

151 Lytton Avenue
Palo Alto, CA 94301

By _____
Kevin P. Sheehan,
President and CEO

of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.

4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and ORIX's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of ORIX and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of California.

Address of Grantor:

HMS Software, Inc.

By _____
Title _____

Address of ORIX:

ORIX Venture Finance LLC

151 Lytton Avenue
Palo Alto, CA 94301

By Kevin P. Sheehan
Kevin P. Sheehan,
President and CEO

SCHEDULE A

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
<p>HMS-CAPP <i>Country Name:</i> European Community <i>Class(es):</i> 009 <i>Goods:</i> Computer software for industrial or manufacturing process planning in the field of process planning. <i>Owner Name:</i> HMS Software, Inc.</p>	<p>1144559 (Registration Number)</p>	<p>06-05-00 (Registration Date)</p>
<p>HMS-CAPP <i>Country Name:</i> France <i>Class(es):</i> 009 <i>Goods:</i> Computer software in the field of process planning. <i>Owner Name:</i> HMS Software, Inc.</p>	<p>96624909 (Registration Number)</p>	<p>05-10-96 (Registration Date)</p>
<p>HMS-CAPP <i>Country Name:</i> Germany <i>Class(es):</i> 009, 016 <i>Goods:</i> 9-Computer software in the fields of process planning and process technique. 16-User manuals. <i>Owner Name:</i> HMS Software, Inc.</p>	<p>39623079 (Registration Number)</p>	<p>02-17-97 (Registration Date)</p>
<p>HMS-CAPP <i>Country Name:</i> Japan <i>Class(es):</i> 009 <i>Goods:</i> Software for computer aided process planning. <i>Owner Name:</i> HMS Software, Inc.</p>	<p>4341220 (Registration Number)</p>	<p>12-03-99 (Registration Date)</p>
<p>HMS-CAPP <i>Country Name:</i> United Kingdom <i>Class(es):</i> 009 <i>Goods:</i> Computers; computer hardware, software and firmware; computer programs; data recordings; computer software in the field of process planning; instructional materials for any of the aforesaid goods; parts and fittings for all the aforesaid goods.</p>	<p>2061117 (Registration Number)</p>	<p>11-15-96 (Registration Date)</p>

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
<i>Owner Name:</i> HMS Software, Inc.		
HMS-CAPP <i>Country Name:</i> United States of America <i>Class(es):</i> 009 <i>Goods:</i> Computer software for industrial or manufacturing process planning in the field of process planning, and user manuals sold as a unit. <i>Owner Name:</i> HMS Software, Inc.	2096666 (Registration Number)	09-16-97 (Registration Date)
HMS-MANUFACTURING CHANGE MANAGEMENT <i>Country Name:</i> European Community <i>Class(es):</i> 009 <i>Goods:</i> Computer software for the storage, manipulation and reporting of data for use in the field of manufacture of parts and assemblies. <i>Owner Name:</i> HMS Software, Inc.	1920164 (Registration Number)	12-21-01 (Registration Date)
HMS-MANUFACTURING CHANGE MANAGEMENT <i>Country Name:</i> Japan <i>Class(es):</i> 009 <i>Goods:</i> Computer software for the storage, manipulation and reporting of data for use in the field of manufacture of parts and assemblies. <i>Owner Name:</i> HMS Software, Inc.	4504558 (Registration Number)	09-07-01 (Registration Date)
HMS-MANUFACTURING CHANGE MANAGEMENT <i>Country Name:</i> United States of America <i>Class(es):</i> 009 <i>Goods:</i> Computer software for the storage, manipulation and reporting of data for use in the field of manufacture of parts and assemblies and user manuals sold as a unit therewith. <i>Owner Name:</i> HMS Software, Inc. <i>Disclaimer:</i> CHANGE MANAGEMENT	2622300 (Registration Number)	09-17-02 (Registration Date)

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
HMS-MANUFACTURING ENGINEERING CHANGE MANAGEMENT <i>Country Name:</i> European Community <i>Class(es):</i> 009 <i>Goods:</i> Computer software for the storage, manipulation and reporting of data for use in the field of manufacture of parts and assemblies. <i>Owner Name:</i> HMS Software, Inc.	1920230 (Registration Number)	01-04-02 (Registration Date)
HMS-MANUFACTURING ENGINEERING CHANGE MANAGEMENT <i>Country Name:</i> Japan <i>Class(es):</i> 009 <i>Goods:</i> Computer software for the storage, manipulation and reporting of data for use in the field of manufacture of parts and assemblies. <i>Owner Name:</i> HMS Software, Inc.	4504559 (Registration Number)	09-07-01 (Registration Date)
HMS-MANUFACTURING ENGINEERING CHANGE MANAGEMENT <i>Country Name:</i> United States of America <i>Class(es):</i> 009 <i>Goods:</i> Computer software for the storage, manipulation and reporting of data for use in the field of manufacture of parts and assemblies and user manuals sold as a unit therewith. <i>Owner Name:</i> HMS Software, Inc. <i>Disclaimer:</i> MANUFACTURING ENGINEERING CHANGE MANAGEMENT	2689425 (Registration Number)	02-18-03 (Registration Date)
HMS-NON CONFORMANCE MANAGEMENT <i>Country Name:</i> European Community <i>Class(es):</i> 009 <i>Goods:</i> Software in the field of manufacture of parts and assemblies. <i>Owner Name:</i> HMS Software, Inc.	1451202 (Registration Number)	04-03-01 (Registration Date)
HMS-NON CONFORMANCE MANAGEMENT <i>Country Name:</i> France <i>Class(es):</i> 009 <i>Goods:</i> Recorded computer software and recorded	3004324 (Registration Number)	01-28-00 (Registration Date)

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REEL: 003239 FRAME: 0780

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
computer software in the field of manufacture of parts and assemblies. <i>Owner Name:</i> HMS Software, Inc.		
HMS-NON CONFORMANCE MANAGEMENT <i>Country Name:</i> Germany <i>Class(es):</i> 009 <i>Goods:</i> Computer software, particularly software in the field of manufacture of parts and assemblies. <i>Owner Name:</i> HMS Software, Inc.	30001228 (Registration Number)	03-01-00 (Registration Date)
HMS-NON CONFORMANCE MANAGEMENT <i>Country Name:</i> Japan <i>Class(es):</i> 009 <i>Goods:</i> Software in the field of manufacture of parts and assemblies. <i>Owner Name:</i> HMS Software, Inc.	4435880 (Registration Number)	11-24-00 (Registration Date)
HMS-NON CONFORMANCE MANAGEMENT <i>Country Name:</i> United Kingdom <i>Class(es):</i> 009 <i>Goods:</i> Computer software; computer software in the field of manufacture of parts and assemblies. <i>Owner Name:</i> HMS Software, Inc.	2219070 (Registration Number)	01-10-00 (Registration Date)
HMS-NON CONFORMANCE MANAGEMENT <i>Country Name:</i> United States of America <i>Class(es):</i> 009 <i>Goods:</i> Computer software for the storage, manipulation and reporting of data for use in the field of manufacture of parts and assemblies and user manuals sold as a unit therewith. <i>Owner Name:</i> HMS Software, Inc. <i>Disclaimer:</i> MANAGEMENT	2366205 (Registration Number)	07-11-00 (Registration Date)
HMS-QUALITY MANAGEMENT <i>Country Name:</i> European Community <i>Class(es):</i> 009, 016 <i>Goods:</i> 9-Computer software for the storage, manipulation and reporting of data for use in the field of manufacture of parts and assemblies, and	003302338 (Registration Number)	10-20-04 (Registration Date)

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REEL: 003239 FRAME: 0781

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
<p>instructional manuals in electronic form sold as a unit therewith. 16-User manuals sold as a unit with computer software for the storage, manipulation and reporting of data for use in the field of manufacture of parts and assemblies. <i>Owner Name:</i> HMS Software, Inc.</p>		
<p>HMS-QUALITY MANAGEMENT <i>Country Name:</i> United States of America <i>Class(es):</i> 009 <i>Goods:</i> Computer software for the storage, manipulation and reporting of data for use in the field of manufacture of parts and assemblies and user manuals sold as a unit therewith. <i>Owner Name:</i> HMS Software, Inc. <i>Disclaimer:</i> QUALITY MANAGEMENT</p>	<p>2849786 (Registration Number)</p>	<p>06-01-04 (Registration Date)</p>
<p>HMS-SHOP FLOOR MANAGEMENT <i>Country Name:</i> European Community <i>Class(es):</i> 009 <i>Goods:</i> Computer software in the field of manufacturing execution systems. <i>Owner Name:</i> HMS Software, Inc.</p>	<p>1451111 (Registration Number)</p>	<p>04-04-01 (Registration Date)</p>
<p>HMS-SHOP FLOOR MANAGEMENT <i>Country Name:</i> France <i>Class(es):</i> 009 <i>Goods:</i> Recorded computer software and recorded computer software in the field of manufacturing execution systems (MES). <i>Owner Name:</i> HMS Software, Inc.</p>	<p>3004322 (Registration Number)</p>	<p>1-28-00 (Registration Date)</p>
<p>HMS-SHOP FLOOR MANAGEMENT <i>Country Name:</i> Germany <i>Class(es):</i> 009 <i>Goods:</i> Computer software, particularly in the field of manufacturing execution systems (MES). <i>Owner Name:</i> HMS Software, Inc.</p>	<p>30001229 (Registration Number)</p>	<p>12-18-00 (Registration Date)</p>
<p>HMS-SHOP FLOOR MANAGEMENT <i>Country Name:</i> Japan</p>	<p>4435879 (Registration Number)</p>	<p>11-24-00 (Registration Date)</p>

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TRADEMARK
REEL: 003239 FRAME: 0782

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
<p><i>Class(es):</i> 009 <i>Goods:</i> Computer software in the field of manufacturing execution systems (MES). <i>Owner Name:</i> HMS Software, Inc.</p>	Number)	
<p>HMS-SHOP FLOOR MANAGEMENT <i>Country Name:</i> United Kingdom <i>Class(es):</i> 009 <i>Goods:</i> Computer software; computer software in the field of manufacturing execution systems (MES). <i>Owner Name:</i> HMS Software, Inc.</p>	2219071 (Registration Number)	01-10-00 (Registration Date)
<p>HMS-SHOP FLOOR MANAGEMENT <i>Country Name:</i> United States of America <i>Class(es):</i> 009 <i>Goods:</i> Computer software for the storage, manipulation and reporting of data for use in the field of manufacturing execution systems and user manuals sold as a unit therewith. <i>Owner Name:</i> HMS Software, Inc. <i>Disclaimer:</i> MANAGEMENT</p>	2450552 (Registration Number)	05-15-01 (Registration Date)

SCHEDULE B

Patents and Patent Applications

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None		

SCHEDULE C

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None		

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 5, 2005, by and between **ORIX Venture Finance LLC** ("ORIX") and **Visiprise, Inc.**, a Delaware corporation ("Grantor"), with reference to the following facts:

A. ORIX, Grantor and HMS Software, Inc. are parties to that certain Loan and Security Agreement of dated December 5, 2005 (as amended from time to time, the "Loan Agreement"). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to ORIX a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its "Obligations" as defined in the Loan Agreement, Grantor grants to ORIX a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office.

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Secured Party with at least 15 days prior written notice thereof, (ii) providing Secured Party with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks,

software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.

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Address of Grantor:

Visiprise, Inc.

12725 Morris Road
Suite 300
Alpharetta, GA 30004

By 
Title VP - Legal Services

Address of ORIX:

ORIX Venture Finance LLC

151 Lytton Avenue
Palo Alto, CA 94301

By _____
Kevin P. Sheehan,
President and CEO

of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.

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Address of Grantor:

Visiprise, Inc.

By _____
Title _____

Address of ORIX:

ORIX Venture Finance LLC

151 Lytton Avenue
Palo Alto, CA 94301

By Kevin P. Sheehan
Kevin P. Sheehan,
President and CEO

SCHEDULE A

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NetVendor® GR Force/SCE™	2562728 (common law trademark which is not registered)	4-23-02 (common law trademark which is not registered)
SFDM® SFLM® TRACS™	2499452 2537078 (common law trademark which is not registered)	10-23-01 02-05-02 (common law trademark which is not registered)
ICC Industrial Computer Corporation® PQM™	2408094 (common law trademark which is not registered)	11-28-00 (common law trademark which is not registered)

SCHEDULE B

Patents and Patent Applications

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Method and apparatus for asynchronous transaction processing	US Patent # 6,138,143	10-24-00
Method and apparatus for load balancing in a distributed object architecture	US Patent # 6,393,458	05-21-02

SCHEDULE C

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None		