

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 |
|----------------------------------|----------|----------------|-------------------------------------|
| Select Systems Software, LLC | | 02/14/2006 | LIMITED LIABILITY COMPANY: DELAWARE |
| Select Technology Holdings, Inc. | | 02/14/2006 | CORPORATION: DELAWARE |
| Select Business Solutions, Inc. | | 02/14/2006 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|-------------------|----------------------------|
| Name: | Wells Fargo Foothill, Inc. |
| Street Address: | 1000 Abernathy Road, N.E. |
| Internal Address: | Suite 1450 |
| City: | Atlanta |
| State/Country: | GEORGIA |
| Postal Code: | 30328 |
| Entity Type: | CORPORATION: CALIFORNIA |

PROPERTY NUMBERS Total: 4

| Property Type | Number | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 2009261 | NOMAD |
| Registration Number: | 1109331 | NOMAD |
| Registration Number: | 1047860 | NOMAD |
| Registration Number: | 2022486 | RP/SERVER |

CORRESPONDENCE DATA

Fax Number: (404)685-5231
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (404) 815-2231
 Email: heatherskinner@paulhastings.com
 Correspondent Name: Heather Skinner
 Address Line 1: 600 Peachtree Street, N.E.
 Address Line 2: Suite 2400

CH \$115.00 2009261

Address Line 4: Atlanta, GEORGIA 30308

ATTORNEY DOCKET NUMBER: 26030.00125

NAME OF SUBMITTER: Kathleen O. Currey, Esq.

Signature: /KOC/

Date: 02/27/2006

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 14th day of February, 2006, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC. ("Lender"), for the benefit of itself and the Bank Product Provider.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of February 14, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Select Systems Software, LLC and Select Business Solutions, Inc., as borrowers ("Borrowers"), and Lender, Lender is willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Lender is willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Lender, for the benefit of itself and the Bank Product Provider, that certain Security Agreement of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Lender, for the benefit of itself and the Bank Product Provider, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Lender, for the benefit of itself and the Bank Product Provider, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
 - (a) all of its Trademarks, including those referred to on Schedule I hereto;
 - (b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

- (c) all reissues, continuations or extensions of the foregoing;
- (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
- (e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Lender, the Bank Product Provider, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender, for the benefit of itself and the Bank Product Provider, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender 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.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Lender unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

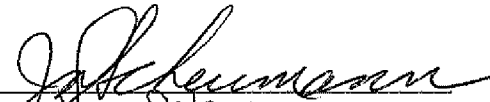
7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the

singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.


[signature page follows]

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

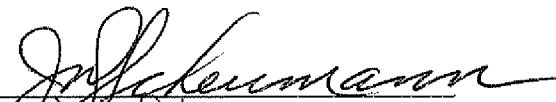
SELECT SYSTEMS SOFTWARE, LLC

By: 
Name: Jon Scheumann
Title: Chief Financial Officer & Treasurer

SELECT BUSINESS SOLUTIONS, INC.

By: 
Name: Jon Scheumann
Title: Chief Financial Officer & Treasurer

SELECT TECHNOLOGY HOLDINGS, INC.

By: 
Name: Jon Scheumann
Title: Chief Financial Officer & Treasurer

**ACCEPTED AND ACKNOWLEDGED
BY:**

WELLS FARGO FOOTHILL, INC.

By: _____
Name: _____
Title: _____

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

SELECT SYSTEMS SOFTWARE, LLC

By: _____
Name: _____
Title: _____

**SELECT BUSINESS SOLUTIONS,
INC.**

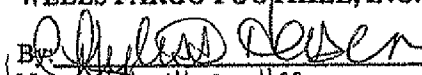
By: _____
Name: _____
Title: _____

**SELECT TECHNOLOGY HOLDINGS,
INC.**

By: _____
Name: _____
Title: _____

**ACCEPTED AND ACKNOWLEDGED
BY:**

WELLS FARGO FOOTHILL, INC.

By: 
Name: Phylliss Hasen
Title: Senior Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS/APPLICATIONS

| Grantor | Country | Mark | Application No. | Registration No. | App./Reg. Date |
|---|----------------|----------------|------------------------|-------------------------|-----------------------|
| Select Business Solutions, Inc. and/or its predecessors ("SBS, Inc.") | U.S. | NOMAD | 74/426,331 | 2,009,261 | 10/22/1996 |
| SBS, Inc. | U.S. | NOMAD | 73/122,271 | 1,109,331 | 12/19/1978 |
| SBS, Inc. | U.S. | NOMAD | 73/071,541 | 1,047,860 | 9/7/1976 |
| SBS, Inc. | U.K. | NOMAD | 1132999 | 1132999 | 5/1/2001 |
| SBS, Inc. | U.K. | NOMAD | 1133000 | 1133000 | 5/1/2001 |
| SBS, Inc. | Italy | NOMAD | 2309286 | 488910 | 3/3/1988 |
| SBS, Inc. | Israel | NOMAD | | 64899 | 4/20/1989 |
| SBS, Inc. | U.S. | RP/SERVER | 74/622402 | 2022486 | 12/10/1996 |
| SBS, Inc. | Canada | ODB/SERVER | 74471000 | TMA466783 | 11/29/1996 |
| SBS, Inc. | Canada | FRONT & CENTER | 744709 | TMA461443 | 8/23/2006 |
| SBS, Inc. | Japan | FRONT & CENTER | H05-112923 | 3207249 | 10/31/1996 |

Trade Names

[None.]

Common Law Trademarks

ODB/Server
RP/Web
UltraQuest
QLIST
Collection
Session Manager
Assistant
OnePass
Reporter
Select Enterprise
Select Component Factory
Select Perspective
Select Component Architecture
Select Component Manager
Select Component Portal
Select Process Director
SMaC
Reviewer for Select Enterprise
Select JSync
Select CSync
Select FORTESSync
Select vBSync
Select Process Director Plus
Reviewer for Rose
Select SSADM
Select Yourdon
Select SE

Trademarks Not Currently In Use

[TBD]