

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
OUTLOOKSOFT CORPORATION		06/06/2006	CORPORATION:

RECEIVING PARTY DATA

Name:	WELLS FARGO FOOTHILL, INC.
Street Address:	One Boston Place
Internal Address:	Suite 1800
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	INC. ASSOCIATION:

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2827599	EAP
Registration Number:	2560732	ENTERPRISE ANALYTIC PORTAL
Registration Number:	2931493	OUTLOOKSOFT
Registration Number:	2787526	OUTLOOKSOFT
Registration Number:	2575218	OUTLOOKSOFT
Registration Number:	2694732	TIAN
Registration Number:	2676595	

CORRESPONDENCE DATA

Fax Number: (617)526-9899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 617.526.9600
 Email: omannion@proskauer.com
 Correspondent Name: Proskauer Rose LLP
 Address Line 1: One International Place

CH \$190.00 2827599

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:

Anne Marie Duffy

Signature:

/Anne Marie Duffy/

Date:

06/07/2006

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 6th day of June, 2006, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC., (together with its successors, "Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") between OutlookSoft Corporation; as borrower ("Borrower") and the Lender is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, the Lender is willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to the Lender 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 Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Lender, 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 and Trademark Intellectual Property Licenses to which it is a party 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 of the 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 the Lender, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. LOAN AND SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Lender, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit 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 the 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 Agent 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 the Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

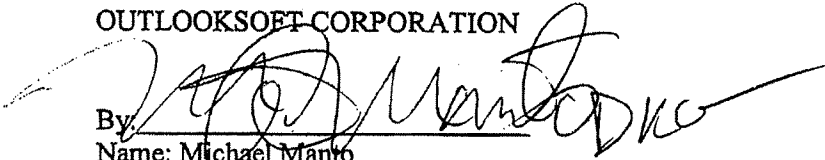
6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan 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 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.

OUTLOOKSOFT CORPORATION

By: 
Name: Michael Manto
Title: Executive Vice President
and Chief Financial Officer

DKG

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC.

By: _____
Name: Robert Stanley
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 003323 FRAME: 0090

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OUTLOOKSOFT CORPORATION

By: _____
Name: Michael Manto
Title: Executive Vice President
and Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC.

By: _____
Name: Robert Stanley
Title: Vice President

[Signature Page to Trademark Security Agreement]

OutlookSofi Corporation
Schedule of Marks

<i>Trademark/Title</i>	<i>Int'l Class</i>	<i>Country</i>	<i>Filing Date</i>	<i>Serial #</i>	<i>Registration Date</i>	<i>Registration #</i>	<i>Goods</i>	<i>General Status</i>
EAP	9	U.S.A.	8/23/2001	78080822	3/30/2004	2827599	computer software for use in enterprise financial budgeting and analysis of enterprise performance	Registered-Principal
ENTERPRISE ANALYTIC PORTAL	9	CTM	11/8/2001	002443299	3/7/2003	002443299	computer software for use in enterprise financial budgeting and analysis of enterprise performance	Registered-Foreign
ENTERPRISE ANALYTIC PORTAL (Supp.)	9	U.S.A.	1/31/2001	78045886	4/9/2002	2560732	computer software for use in enterprise financial budgeting and analysis of enterprise performance.	Registered-Supplemental
OUTLOOKSOFT	9, 35	U.S.A.	5/9/2000	78007390	3/8/2005	2931493	Class 9: computer software used in conjunction with the Internet and with intranet networks for use in planning and reporting business budgets and for investment and financial performance analysis. Class 35: business consultation, namely, consultation in the field of enterprise budgeting, planning, reporting, and performance analysis for businesses.	Registered-Principal

Trademark/Title	Int'l Class	Country	Filing Date	Serial #	Registration Date	Registration #	Goods	General Status
OUTLOOKSOFT	9, 35, 41	U.S.A.	8/21/2001	78080359	11/25/2003	2787526	Class 9: computer business software for analyzing business performance and configuring budgeting strategies for web-based enterprises by examining statistical business factors. Class 35: business consultation services, namely business enterprise budgeting consultation and business performance analysis services. Class 41: education services, namely, training for others in the use of financial analytic computer software and conducting classes, seminars and tutored instruction in the field of financial analysis and planning.	Registered-Principal
OUTLOOKSOFT (and design)	9, 35, 41	CTM	11/8/2001	002443281	3/7/2003	002443281	Class 9: computer software for use in enterprise financial budgeting and analysis of enterprise performance Class 35: business consultation services, namely consultation in the field of enterprise budgeting, planning, reporting, and performance analysis for business Class 41: education, services, namely, training for others in the use of financial analytic computer software and conducting classes, seminars and tutored instruction in the field of financial analysis and planning.	Registered-Foreign

Trademark/Title	Int'l Class	Country	Filing Date	Serial #	Registration Date	Registration #	Goods	General Status
OUTLOOKSOFT (and design)	9, 35	U.S.A.	4/17/2000	76027315	6/4/2002	2675218	Class 9: downloadable computer software for use in enterprise budgeting, planning, financial reporting and performance analysis for businesses. Class 35: business consultation services, namely, consultation in the field of enterprise budgeting, planning, reporting, and performance analysis for businesses.	Registered-Principal
OUTLOOKSOFT CPM		U.S.A.						Search Only- Preliminary Only
TIAN	9, 42	U.S.A.	4/4/2001	76237589	3/11/2003	2694732	Class 9: software for web services that analyzes user behavior, predicts user intent, and repackages and transmits over the internet, through e-mail or wireless devices the pieces of a web page to provide the user with the most relevant content available. Class 42: computer services, namely providing temporary use of online nondownloadable software for use in analyzing user behavior, predicting user intent, and repackaging and transmission over the Internet, through e-mail or wireless devices the pieces of a web page to provide the user with the most relevant content available.	Registered-Principal

<i>Trademark/Title</i>	<i>Int'l Class</i>	<i>Country</i>	<i>Filing Date</i>	<i>Serial #</i>	<i>Registration Date</i>	<i>Registration #</i>	<i>Goods</i>	<i>General Status</i>
TIAN Logo (design only)	9, 42	U.S.A.	4/3/2001	76235089	1/21/2003	2676595	<p>Class 9: software for use by web services that analyzes user behavior, predicts user intent, and repackages and transmits over the internet, through e-mail, and wireless devices the pieces of a web page to provide the user with the most relevant content available.</p> <p>Class 42: computer services, namely providing temporary use of online nondownloadable software for use in analyzing user behavior, predicting user intent, and repackaging and transmission over the internet, through e-mail and wireless devices the pieces of a web page to provide the user with the most relevant content available</p>	Registered-Principal