

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
AptSoft Corporation		06/09/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Portage Founders LP
Street Address:	One Northfield Plaza
Internal Address:	Suite 530
City:	Northfield
State/Country:	ILLINOIS
Postal Code:	60093
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Portage Venture Fund LP
Street Address:	One Northfield Plaza
Internal Address:	Suite 530
City:	Northfield
State/Country:	ILLINOIS
Postal Code:	60093
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Egan-Managed Capital III, L.P.
Street Address:	30 Federal Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Lazard Technology Partners II, LP
Street Address:	5335 Wisconsin Avenue, NW
Internal Address:	Suite 410

CH \$315.00 2843915

City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20015
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2843915	APTSOFT
Registration Number:	2968094	APTSOFT
Registration Number:	2917958	APTSOFT
Registration Number:	2856817	APTSOFT
Registration Number:	2925748	APTSOFT DIRECTOR
Registration Number:	2841656	APTSOFT DIRECTOR
Registration Number:	2953392	
Registration Number:	2916731	
Registration Number:	2503960	
Registration Number:	2915986	UNLOCK THE REAL-TIME ENTERPRISE
Registration Number:	2462746	WHEELHOUSE
Registration Number:	2595002	WHEELHOUSE

CORRESPONDENCE DATA

Fax Number: (617)523-1231
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617.570.1000
Email: mrovner@goodwinprocter.com
Correspondent Name: Miriam J. Rovner, Senior Paralegal
Address Line 1: Goodwin Procter LLP
Address Line 2: Exchange Place, 53 State Street
Address Line 4: Boston, MASSACHUSETTS 02109-2881

ATTORNEY DOCKET NUMBER:	120221-155142 (1703-293)
NAME OF SUBMITTER:	Miriam J. Rovner
Signature:	/mjr/
Date:	06/14/2006

Total Attachments: 8

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GRANT OF SECURITY INTEREST IN PATENTS AND TRADEMARKS

THIS GRANT OF SECURITY INTEREST IN PATENTS AND TRADEMARKS ("Grant"), dated as of June 9, 2006, is executed by AptSoft Corporation, a Delaware corporation, (the "Grantor"), in favor of Lazard Technology Partners II LP, Portage Founders, LP, Portage Venture Fund, LP and Egan-Managed Capital III, L.P. (collectively, the "Secured Party").

A. Pursuant to those certain Secured Demand Notes dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Secured Notes") among the Grantor and the Secured Party, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, the Grantor has granted a security interest to the Secured Party in consideration of the Secured Party's agreement to provide loans to Grantor.

B. The Grantor (1) has adopted, used and is using the trademarks reflected in the trademark registrations and trademark applications in the United States Patent and Trademark Office more particularly described on Schedule 1 annexed hereto as part hereof (the "Trademarks"), and (2) has registered or applied for registration in the United States Patent and Trademark Office of the patents more particularly described on Schedule 2 annexed hereto as part hereof (the "Patents").

C. The Grantor wishes to confirm its grant to the Secured Party of a security interest in all right, title and interest of the Grantor in and to the Trademarks and Patents, and all proceeds thereof, together with the business as well as the goodwill of the business symbolized by, or related or pertaining to, the Trademarks, and the customer lists and records related to the Trademarks and Patents and all causes of action which may exist by reason of infringement of any of the Trademarks and Patents (collectively, the "T&P Collateral"), to secure the payment, performance and observance of the Secured Notes.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

1. The Grantor does hereby further grant to the Secured Party a first priority security interest in the T&P Collateral to secure the full and prompt payment, performance and observance of the Notes.

2. The Grantor agrees to perform, so long as the Secured Notes are in effect and an Event of Default has occurred and is continuing, all acts reasonably deemed necessary or desirable by the Secured Party to permit and assist it, at the Grantor's expense, in obtaining and enforcing the Trademarks and Patents that are material to the business of the Grantor and any subsidiary taken as a whole, in any and all countries. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. The Grantor hereby appoints the Secured Party as the Grantor's attorney-in-fact to execute and file any and all agreements, instruments, documents and papers as the Secured Party may reasonably determine to be necessary or desirable to evidence the Secured Party's security interest in the Trademarks and Patents or any other element of the T&P Collateral, all acts of such attorney-in-fact being hereby ratified and confirmed.

3. The Grantor acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the T&P Collateral granted hereby are more fully set forth in the Secured Notes and the rights and remedies set forth herein are without prejudice to, and are in addition to, those set forth in the Secured Notes.

4. The Grantor agrees to execute financing statements or other instruments to the extent required by the Uniform Commercial Code and in executing such other documents or instruments as may be required or deemed necessary by the Secured Party for purposes of affecting or continuing the Secured Party's security interest in the T&P Collateral.

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IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed as of the day and year first above written.

GRANTOR:

APTSOFT CORPORATION

By: 
Name: Frank L. Chisholm
Title: Chief Executive Officer

SECURED PARTY:

LAZARD TECHNOLOGY PARTNERS II LP
By: LTP II LP
its General Partner

By: LTP II GenPar LLC
its General Partner

By: Lazard Alternative Investments LLC
its Manager

By: _____
Name: Kevin Burns
Title: Managing Principal

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed as of the day and year first above written.

GRANTOR:

APTSOFT CORPORATION

By: _____
Name: Frank L. Chisholm
Title: Chief Executive Officer

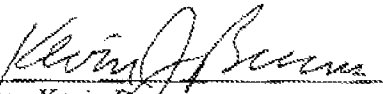
SECURED PARTY:

LAZARD TECHNOLOGY PARTNERS II LP

By: LTP II LP
its General Partner

By: LTP II GenPar LLC
its General Partner

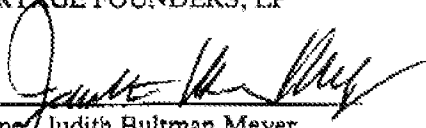
By: Lazard Alternative Investments LLC
its Manager

By: 
Name: Kevin Burns
Title: Managing Principal

Signature Page to Grant of Security Interest

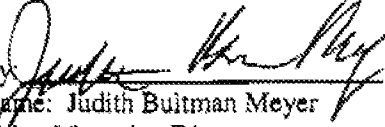
Judith Bultman Meyer,
as Managing Director of Portage
Venture Partners, LLC, the General
Partner of Portage Founders, L.P.

PORTAGE FOUNDERS, LP

By: 
Name: Judith Bultman Meyer
Title: Managing Director

Judith Bultman Meyer,
as Managing Director of Portage
Venture Partners, LLC, the General
Partner of Portage Venture Fund, L.P.

PORTAGE VENTURE FUND, LP

By: 
Name: Judith Bultman Meyer
Title: Managing Director

EGAN-MANAGED CAPITAL III, L.P.

By: EMC Partners III, L.P.
its General Partner

By: _____
Name: Frank J. Andrasco
Title: Partner

Signature Page to Grant of Security Interest

PORTAGE FOUNDERS, LP

By: _____
Name: Judith Bultman Meyer
Title: Managing Director

PORTAGE VENTURE FUND, LP

By: _____
Name: Judith Bultman Meyer
Title: Managing Director

EGAN-MANAGED CAPITAL III, L.P.

By: EMC Partners III, L.P.
its General Partner

By: Frank J. Andrasco
Name: Frank J. Andrasco
Title: Partner

**SCHEDULE 1
TRADEMARKS**

Trademarks

<u>Trademark Registration No.</u>	<u>Country</u>	<u>Mark</u>
2,843,915	US	APTSOFT
2,968,094	US	APTSOFT
2,917,958	US	APTSOFT & DESIGN
2,856,817	US	APTSOFT & DESIGN
2,925,748	US	APTSOFT DIRECTOR
2,841,656	US	APTSOFT DIRECTOR
2,953,392	US	MISCELLANEOUS DESIGN
2,916,731	US	MISCELLANEOUS DESIGN
2,503,960	US	MISCELLANEOUS DESIGN
2,915,986	US	UNLOCK THE REAL-TIM ENTERPRISE
2,462,746	US	WHEELHOUSE
2,595,002	US	WHEELHOUSE

SCHEDULE 2

PATENTS

<u>Patent Application No.</u>	<u>Country</u>
09/784,520	U.S.
10/887,235	U.S.