

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
InstallShield Co Inc.		04/01/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Bank of Montreal, as administrative agent
Street Address:	115 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2568465	ADMINSTUDIO
Registration Number:	2196750	INSTALLFROMTHEWEB
Registration Number:	2224829	INSTALLFROMTHEWEB
Registration Number:	1844225	INSTALLSHIELD
Registration Number:	2085577	INSTALLSHIELD
Registration Number:	2777481	INSTALLSHIELD DEVELOPER
Registration Number:	2967803	INSTALLSHIELD DEVSTUDIO
Registration Number:	2958972	INSTALLSHIELD PROFESSIONAL
Registration Number:	2137268	IT ALL STARTS HERE
Registration Number:	2914055	ONE-CLICK INSTALL
Registration Number:	2201052	PACKAGE FOR THE WEB
Registration Number:	2602488	POWERUPDATE
Registration Number:	2811737	QUICKPATCH
Registration Number:	2247511	ZERO G SOFTWARE

CH \$390.00 2568465

Serial Number:

77231682

INSTALLANYWHERE

CORRESPONDENCE DATA

Fax Number: (312)803-5299

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (312) 845-3430

Email: kalwa@chapman.com

Correspondent Name: Richard Kalwa

Address Line 1: 111 West Monroe Street

Address Line 2: Chapman and Cutler LLP

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:

1681584

NAME OF SUBMITTER:

Richard Kalwa

Signature:

/richard kalwa/

Date:

04/02/2008

Total Attachments: 5

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TRADEMARK COLLATERAL AGREEMENT

This 1st day of April, 2008, INSTALLSHIELD CO INC., a Delaware corporation ("*Debtor*"), with its principal place of business and mailing address at 900 National Parkway, Schaumburg, Illinois 60173, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants BANK OF MONTREAL, a Canadian chartered bank acting through its Chicago branch ("*BMO*"), with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, acting as administrative agent for the Secured Creditors defined in that certain Security Agreement hereinafter defined (BMO acting as such administrative agent and any successor or successors to BMO acting in such capacity being hereinafter referred to as the "*Agent*"), a lien on, and a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto, which Schedule A-2 includes material trademark licenses to which the Debtor is a party but excludes any trademark license under a reseller agreement, distribution agreement, or software license, or any other agreement where a trademark license is granted but such license is incidental to the primary purpose of the agreement, and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Debtor as set out in that certain Security Agreement dated as of even date hereof by and among the Debtor, the other debtors party thereto and the Agent, as the same may be amended, modified, supplemented or restated from time to time (the "*Security Agreement*").

Notwithstanding the foregoing, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Agent of any applications by the Debtor for any Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*").

Debtor does hereby further acknowledge and affirms that the rights and remedies of the Agent with respect to the security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement and in the event of any conflict or ambiguity between this Trademark Collateral Agreement and the Security Agreement, the Security Agreement shall control.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

INSTALLSHIELD CO INC.

By Mark C. Bishop
Name: Mark Bishop
Its: President & Chief Executive Officer

Accepted and agreed to at Chicago, Illinois as of the day and year last above written.

BANK OF MONTREAL, as administrative agent

By _____
Name: _____
Its: _____

[Signature Page to Aresso Software Trademark Collateral Agreement]

Debtor does hereby further acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement and in the event of any conflict or ambiguity between this Trademark Collateral Agreement and the Security Agreement, the Security Agreement shall control.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

INSTALLSHIELD CO INC.

By _____
Name: _____
Its: _____

Accepted and agreed to at Chicago, Illinois as of the day and year last above written.

BANK OF MONTREAL, as administrative agent

By Gregory F. Tomczyk
Gregory F. Tomczyk, Vice President

**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARK	APPLICATION DATE	APPLICATION NUMBER	REGISTRATION NUMBER	REGISTRATION DATE
ADMINSTUDIO			2,568,465	07-May-2002
INSTALLFROMTHEWEB			2,196,750	13-Oct-1998
INSTALLFROMTHEWEB			2,224,829	16-Feb-1999
INSTALLSHIELD			1,844,225	12-Jul-1994
INSTALLSHIELD			2,085,577	05-Aug-1997
INSTALLSHIELD DEVELOPER			2,777,481	28-Oct-2003
INSTALLSHIELD DEVSTUDIO			2,967,803	12-Jul-2005
INSTALLSHIELD PROFESSIONAL			2,958,972	07-Jun-2005
IT ALL STARTS HERE			2,137,268	17-Feb-1998
ONE-CLICK INSTALL PACKAGE FOR THE WEB			2,914,055	28-Dec-2004
POWERUPDATE			2,201,052	03-Nov-1998
QUICKPATCH			2,602,488	30-July-2002
ZERO G SOFTWARE			2,811,737	03-Feb-2004
ZERO G SOFTWARE			2,247,511	25-May-1999
INSTALLANYWHERE	17-Jul-2007	77/231,682		

**SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK LICENSES

[None.]