

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
ManageSoft Corporation		04/30/2010	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: 2			
Property Type	Number	Word Mark	
Serial Number:	77386804	ENTERPRISE COMPLIANCE MANAGER	
Serial Number:	77386795	ENTERPRISE DEPLOYMENT MANAGER	
CORRESPONDENCE DATA			
Fax Number:	(312)803-5299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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/		

CH \$65.00 77386804

Date:

05/03/2010

Total Attachments: 4

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TRADEMARK COLLATERAL AGREEMENT

This 30th day of April, 2010, MANAGESOFT CORPORATION, a Delaware corporation (“*Debtor*”), with its principal place of business and mailing address at 100 North Washington Street, 4th Floor, Boston, Massachusetts 02114, 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 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) 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 hereto or by reason of injury to the goodwill associated with any such trademark, or trademark registration, 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 April 1, 2008, 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 affirm that the rights and remedies of the Agent with respect to the security interest in the trademarks, trademark registrations, and trademark applications 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.

MANAGESOFT CORPORATION

By Joseph W. Freda
Name: Joseph W. Freda
Title: Secretary & Treasurer

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

BANK OF MONTREAL, as administrative agent

By _____
Name: _____
Title: _____

[Signature Page to Trademark Collateral Agreement]

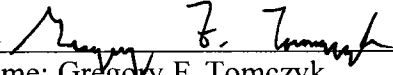
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

MANAGESOFT CORPORATION

By _____
Name: _____
Title: _____

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

BANK OF MONTREAL, as administrative agent

By  _____
Name: Gregory F. Tomczyk
Title: Vice President

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARK	COUNTRY	FILING DATE	APPLICATION NUMBER	REGISTRATION NUMBER	REGISTRATION DATE
ENTERPRISE COMPLIANCE MANAGER	US	February 1, 2008	77386804	3614077	April 28, 2009
ENTERPRISE DEPLOYMENT MANAGER	US	February 1, 2008	77386795*	N/A	N/A

* Application Abandoned on December 15, 2008.