

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GFI SOFTWARE DEVELOPMENT LIMITED		04/16/2012	CORPORATION: MALTA
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	270 PARK AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85495597	MONITIS	
CORRESPONDENCE DATA			
Fax Number:	8668265420		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	301-638-0511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		
ATTORNEY DOCKET NUMBER:	37878		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		
Signature:	/pja/		

OP \$40.00 85495597

Date:

04/17/2012

**Total Attachments: 7**

source=37878#page1.tif

source=37878#page2.tif

source=37878#page3.tif

source=37878#page4.tif

source=37878#page5.tif

source=37878#page6.tif

source=37878#page7.tif

PATENT AND TRADEMARK SECURITY AGREEMENT dated as of April 16, 2012 (this "Agreement"), among GFI Software S.à r.l., a Luxembourg *société à responsabilité limitée*, incorporated and existing under the laws of the Grand-Duchy of Luxembourg, registered with the Luxembourg register of trade and companies under number B147127 and having a share capital of €1,105,788.06 ("Holdings"), TV GFI Holding Company S.à r.l., a Luxembourg *société à responsabilité limitée*, incorporated and existing under the laws of the Grand-Duchy of Luxembourg, registered with the Luxembourg register of trade and companies under number B156413 and having a share capital of €25,000 (the "Borrower") that is a direct wholly owned subsidiary of Holdings, the Subsidiary Grantors listed on the signature pages hereto (collectively, together with Holdings and the Borrower, the "Grantors") and JPMorgan Chase Bank, N.A. ("JPMCB"), as Administrative Agent.

Reference is made to (a) the Credit Agreement dated as of September 14, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Holdings, the Borrower, the Lenders party thereto and JPMCB, as Administrative Agent and (b) the U.S. Collateral Agreement dated as of September 14, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Borrower, the other Grantors from time to time party thereto and JPMCB, as Administrative Agent. The Lenders and the Issuing Banks have extended, and have agreed to extend, credit to the Borrower on the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Banks to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower under the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Collateral Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, or to

or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Patent and Trademark Collateral"):

(a) all letters patent of the United States of America, all registrations and recordings thereof and all applications for letters patent of the United States of America, including registrations and recordings and pending applications in the United States Patent and Trademark Office (the "PTO"), including, in the case of any Grantor, any of those set forth next to its name on Schedule I;

(b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein;

(c) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registrations and recording applications filed in connection therewith, including registrations, recordings and applications in the PTO, and all extensions or renewals thereof, including, in the case of any Grantor, any of those set forth next to its name on Schedule II, but excluding any U.S. intent-to-use application, unless and until a State of Use or Amendment to Allege Use has been accepted by the PTO;

(d) all goodwill associated therewith or symbolized thereby; and

(e) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent and Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

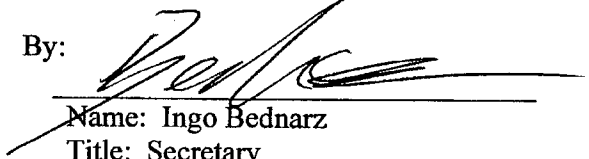
SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GFI SOFTWARE DEVELOPMENT  
LIMITED

By:

  
Name: Ingo Bednarz

Title: Secretary

[Patent and Trademark Security Agreement]

TRADEMARK  
REEL: 004758 FRAME: 0609

JPMORGAN CHASE BANK, N.A., as  
Administrative Agent;

by 

Name: Justin Kelley  
Title: Vice President

**SCHEDULE I**

**Patents**

*U.S. Patents*

None.

*U.S. Patent Registrations*

None.

*U.S. Patent Applications*

None.

**SCHEDULE II**

**Trademarks**

*U.S. Trademark Registrations*

None.

*U.S. Trademark Applications*

<u>Registered Owner</u>	<u>Mark</u>	<u>App. No.</u>	<u>Date Filed</u>
GFI Software Development Ltd	Monitis	85495597	12/14/11