

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
SPARTA SYSTEMS, INC.	04/11/2006

RECEIVING PARTY DATA

Name:	MERRILL LYNCH CAPITAL, a division of Merrill Lynch Business Financial Services Inc.
Street Address:	222 N. LaSalle Street, 16th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601

PROPERTY NUMBERS Total: 11

Property Type	Number
Application Number:	09930698
Application Number:	10036591
Application Number:	10022104
Application Number:	10117387
Application Number:	10246907
Application Number:	10438581
Application Number:	10444323
Application Number:	10843859
Application Number:	10897497
Application Number:	10928033
Application Number:	10715278

CORRESPONDENCE DATA

Fax Number: (312)577-4679

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

Phone: 3125778348

PATENT

500093674

REEL: 017462 FRAME: 0141

CH \$440.00 09930698

Email:	rakhee.verma@kattenlaw.com
Correspondent Name:	Rakhee Verma c/o KattenMuchinRosenmanLLP
Address Line 1:	525 West Monroe, Suite 1800
Address Line 4:	Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	332659-00034
-------------------------	--------------

NAME OF SUBMITTER:	Rakhee Verma
--------------------	--------------

Total Attachments: 5
source=PTsec#page1.tif
source=PTsec#page2.tif
source=PTsec#page3.tif
source=PTsec#page4.tif
source=PTsec#page5.tif

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (the "**Agreement**") made as of this 11 day of April, 2006 by **SPARTA SYSTEMS, INC.**, a New Jersey corporation and successor by merger to Sparta Acquisition Corporation, a New Jersey corporation ("**Grantor**") in favor of **MERRILL LYNCH CAPITAL**, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) (in such capacity, the "**Grantee**");

W I T N E S S E T H

WHEREAS, Grantor, Grantee and Lenders are parties to a certain Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), providing for extensions of credit to be made to Grantor by Lenders; and

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith between Grantor and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), Grantor has granted to Grantee, for the benefit of the Secured Parties (as defined in the Credit Agreement), a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Security Agreement), and all products and proceeds thereof, to secure the payment of the Secured Obligations (as defined in the Credit Agreement);

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of the Secured Parties, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Patent Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Patent and application for Patent listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent.

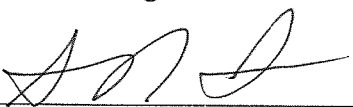
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

SPARTA SYSTEMS, INC., a New Jersey corporation
and successor by merger to Sparta Acquisition
Corporation, a New Jersey corporation, as the Debtor

By: _____
Name: _____
Title: _____

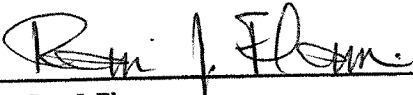
*Agreed and Accepted
As of the Date First Written Above:*

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Administrative Agent

By:  _____
Name: STEPHEN ISMAELS
Title: DIRECTOR

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

SPARTA SYSTEMS, INC., a New Jersey corporation
and successor by merger to Sparta Acquisition
Corporation, a New Jersey corporation, as the Debtor

By: 
Name: Ran J. Flam
Title: President and
Chief Executive Officer

*Agreed and Accepted
As of the Date First Written Above:*

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Administrative Agent

By: _____
Name: _____
Title: _____


IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

SPARTA SYSTEMS, INC., a New Jersey corporation
and successor by merger to Sparta Acquisition
Corporation, a New Jersey corporation, as the Debtor

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above:

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Administrative Agent

By:  _____
Name: STEPHEN ISAACS
Title: DIRECTOR

SCHEDULE 1

PATENTS

Patent Description

U.S. Patent No.

None.

PATENT APPLICATIONS

<u>Patent Application Description</u>	<u>U.S. Patent Application No.</u>	<u>Date Applied</u>
System and method for automated process control	09/930,698	8/15/2001
Graphic user interface for automated process control	10/036,591	11/7/01
Configuring activities to perform operations on user defined fields	10/022,104	12/13/01
Automated process control with user-configuration states that change upon completion of a user-configurable set of activities	10/117,387	4/5/2002
Techniques for defining context-sensitive user interfaces in highly-configurable systems	10/246,907	9/19/2002
Techniques for providing audit trails of configuration changes	10/438,581	5/15/03
Defining user access in highly-configurable systems	10/444,323	5/23/03
Reject activities in a process control system	10/843,859	5/12/04
Techniques for multiple language support in any software application	10/897,497	7/23/04
Administrative Triggers	10/928,033	8/27/04
Techniques for Reconfiguring Configurable Systems	10/715,278	11/17/03