

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
Ventyx Inc.	12/07/2009
Mobile Data Solutions Inc.	12/07/2009
Indus Apac, Inc.	12/07/2009
Ventyx Asia Inc.	12/07/2009
Indus Group North America, Inc.	12/07/2009
GED Holding, LLC	12/07/2009
Global Energy Decisions, L.L.C.	12/07/2009
Ventyx Energy Software, Inc.	12/07/2009
Energy Velocity, LLC	12/07/2009
Ventyx Energy, LLC	12/07/2009
Tech-Assist, Inc.	12/07/2009

RECEIVING PARTY DATA

Name:	GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as Agent
Street Address:	6011 Connection Drive
Internal Address:	Attn: General Counsel
City:	Irving
State/Country:	TEXAS
Postal Code:	75039

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	7587327

CORRESPONDENCE DATA

Fax Number: (404)888-4190

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

Phone: 404.888.4267

Email: dcorey@hunton.com

501034815

PATENT
REEL: 023620 FRAME: 0015

CH \$40.00 7587327

Correspondent Name:	Hunton & Williams LLP
Address Line 1:	600 Peachtree Street, N.E., Suite 4100
Address Line 2:	Attn: Deborah Corey
Address Line 4:	Atlanta, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	65740.000031
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NAME OF SUBMITTER:	Deborah Corey
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<p>Total Attachments: 9</p> <p>source=Ventyx Amendment to Patent Security Agreement#page1.tif</p> <p>source=Ventyx Amendment to Patent Security Agreement#page2.tif</p> <p>source=Ventyx Amendment to Patent Security Agreement#page3.tif</p> <p>source=Ventyx Amendment to Patent Security Agreement#page4.tif</p> <p>source=Ventyx Amendment to Patent Security Agreement#page5.tif</p> <p>source=Ventyx Amendment to Patent Security Agreement#page6.tif</p> <p>source=Ventyx Amendment to Patent Security Agreement#page7.tif</p> <p>source=Ventyx Amendment to Patent Security Agreement#page8.tif</p> <p>source=Ventyx Amendment to Patent Security Agreement#page9.tif</p>

**AMENDMENT NUMBER ONE TO
PATENT SECURITY AGREEMENT**

THIS AMENDMENT NUMBER ONE TO PATENT SECURITY AGREEMENT, dated as of December 7, 2009 (this "Amendment"), is delivered pursuant to Section 5 of that certain Patent Security Agreement, dated as of June 8, 2007, the "Patent Security Agreement"), by and among the Grantors from time to time signatory thereto (each referred to hereinafter individually as a "Grantor" and collectively, jointly and severally, "Grantors"), and **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**, a Delaware limited partnership, as administrative agent for the Lenders (in such capacity, together with its successors and permitted assigns, if any, the "Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Patent Security Agreement, which by this reference is incorporated herein.

WHEREAS, the Grantors and Agent are parties to that certain Patent Security Agreement recorded with the United States Patent and Trademark Office on or about June 12, 2007 (Frame 019407, Reel 0646); and

WHEREAS, the Grantors and Agent wish to further amend the Patent Security Agreement by adding certain Patents to the Patent Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Patent Security Agreement as follows:

1. Grantors and Agent hereby agree that the Patent Collateral listed on Schedule I attached hereto shall be and become part of the Patent Collateral referred to in the Patent Security Agreement and Schedule I attached thereto (the "Existing Patent Collateral") and shall secure all Secured Obligations pursuant to the Security Agreement.

2. Each Grantor, as applicable, hereby: (a) reaffirms all prior grants of security interests in favor of Agent in all of Grantor's right, title, and interest in, to, and under the Existing Patent Collateral; (b) grants, assigns, transfers, and conveys to Agent continuing security interests in all of such Grantor's right, title, and interest in, to, and under the Patent Collateral identified on Schedule I attached hereto; (c) represents and warrants, to the extent such representation and warranty does not relate to an earlier date, that the representations and warranties in the Patent Security Agreement, as amended by this Amendment, are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) on and as of the date hereof, as though made on such date; and (d) agrees that the Patent Security Agreement as amended hereby is and shall remain in full force and effect.

3. This Amendment shall be governed by, and construed and enforced in accordance with, the federal laws of the United States and the laws of the State of New York.

4. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

5. This Amendment is a Loan Document.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first written above.

GRANTORS:

VENTYX INC.,
a Delaware corporation

By: Deane S. Price
Name: Deane S. Price
Title: Chief Financial Officer

MOBILE DATA SOLUTIONS INC.,
a Delaware corporation

By: _____
Name: Adam Vexler
Title: Secretary

INDUS APAC, INC.,
a Delaware corporation

By: _____
Name: Adam Vexler
Title: Secretary

VENTYX ASIA INC.,
a Delaware corporation

By: _____
Name: Adam Vexler
Title: Secretary

INDUS GROUP NORTH AMERICA, INC.,
a California corporation

By: _____
Name: Adam Vexler
Title: Secretary

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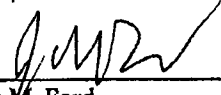
VENTYX ASIA INC.,
a Delaware corporation

By: Adam Vexler
Name: Adam Vexler
Title: Secretary

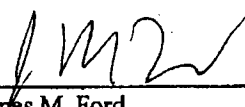
INDUS GROUP NORTH AMERICA, INC.,
a California corporation

By: Adam Vexler
Name: Adam Vexler
Title: Secretary

GED HOLDING, LLC,
a Delaware limited liability company

By: 
Name: James M. Ford
Title: Vice President

GLOBAL ENERGY DECISIONS, L.L.C.,
a Delaware limited liability company

By: 
Name: James M. Ford
Title: Vice President

VENTYX ENERGY SOFTWARE, INC.,
a California corporation

By: _____
Name: Deane S. Price
Title: President and Treasurer

ENERGY VELOCITY, LLC,
a Delaware limited liability company

By: _____
Name: Deane S. Price
Title: President and Treasurer

VENTYX ENERGY, LLC,
a Delaware limited liability company

By: _____
Name: Deane S. Price
Title: Chief Executive Officer, President and
Chief Financial Officer

TECH-ASSIST, INC.,
a Maryland corporation

By: _____
Name: Matthew A. Lechowicz
Title: President, Treasurer and Secretary

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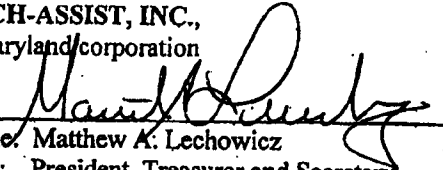
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TECH-ASSIST, INC.,
a Maryland corporation

By: 
Name: Matthew A. Lechowicz
Title: President, Treasurer and Secretary

AGENT:

**GOLDMAN SACHS SPECIALTY LENDING GROUP,
L.P.,**

a Delaware limited partnership, as Agent

By: 
Name: Stephen W. Hipp
Title: Authorized Signatory

SCHEDULE I
TO
AMENDMENT NUMBER ONE TO PATENT SECURITY AGREEMENT

Patent	Country	Patent No.	Issue Date	Record Owner
Order Scheduling System and Method for Schedules Appointments Over Multiple Days	United States	US 7,587,327	September 8, 2009	Ventyx Software SRL

Amendment Number One to Patent Security Agreement

RECORDED: 12/08/2009

PATENT
REEL: 023620 FRAME: 0025