

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Allen Systems Group, Inc.	11/22/2010

RECEIVING PARTY DATA

Name:	Bank of New York Mellon Trust Company, N.A.
Street Address:	10161 Centurion Parkway, Attn: Corporate Trust
Internal Address:	as Collateral Agent
City:	Jacksonville
State/Country:	FLORIDA
Postal Code:	32256

PROPERTY NUMBERS Total: 7

Property Type	Number
PCT Number:	US0016567
PCT Number:	US0130380
Application Number:	09361356
Patent Number:	6070164
Patent Number:	6499033
Patent Number:	5872976
Patent Number:	5878422

CORRESPONDENCE DATA

Fax Number: (202)756-9299

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

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Address Line 2: Cahill Gordon & Reindel LLP

OP \$280.00 US0016567

501363104

PATENT
REEL: 025413 FRAME: 0911

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:

David Adams

Total Attachments: 8

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of November 22nd, 2010 (this "Agreement"), is made by Allen Systems Group, Inc., a Delaware corporation (the "Grantor"), in favor of The Bank of New York Mellon Trust Company, N.A., as the collateral agent (together with its successor(s) thereto in such capacity, the "Collateral Agent") for each of the Secured Parties.

W I T N E S S E T H :

WHEREAS, reference is made to an Indenture, dated as of November 22, 2010 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Indenture"), among the Issuer, the Guarantors and The Bank of New York Mellon Trust Company, N.A. as trustee and Collateral Agent;

WHEREAS, in connection with the Indenture, the Grantor has executed and delivered a Second Lien Security Agreement, dated as of November 22, 2010 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Indenture and the Permitted Additional Pari Passu Documents and pursuant to the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Collateral Agent a continuing security interest in all of the Patent Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Collateral Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the Grantor's right, title and interest in the United States whether now or hereafter existing or acquired by the Grantor, in and to the following (Patent Collateral):

- (a) United States inventions and discoveries, whether patentable or not, all letters patent and applications for letters patent in the United States, including all patent applications in the United States, and all reissues, divisionals, continuations, continuations-in part, extensions, renewals and reexaminations of any of the foregoing in the United States owned by Grantor ("Patents"), including each United States Patent and Patent application referred to in Item A of Schedule I hereto;

- (b) all written licenses and other agreements for the grant to such Grantor of any exclusive right to use any items of the type referred to in clause (a) above (each a “Patent License”) as set forth in Item B of Schedule I hereto;
- (c) the right to sue third parties for past, present and future infringements of any Patent or Patent application, and for breach or enforcement of any Patent License; and
- (d) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

Notwithstanding the foregoing, Patent Collateral shall not include those items set forth in clauses (iii) and (iv) of Section 2.1 of the Security Agreement.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Collateral Agent in the Patent Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Secured Document. This Agreement is a Secured Document executed pursuant to the Indenture and the Permitted Additional Pari Passu Documents and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article I of the Indenture and any similar provision of the Permitted Additional Pari Passu Documents.

SECTION 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the exercise of any right or remedy by the Collateral Agent hereunder is subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 7. Governing Law, Entire Agreement, etc. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 8. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or via other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 9. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER SECURED DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (a) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (b) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER SECURED DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

ALLEN SYSTEMS GROUP, INC.

By: _____

Name: Arthur L. Allen

Title: President and Chief Executive Officer

[Allen Systems Group, Inc. - Signature Page to the Patent Security Agreement]

PATENT
REEL: 025413 FRAME: 0916

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.
as Collateral Agent

By: 

Name: Geraldine Creswell
Title: Vice President

Schedule IItem A**UNITED STATES PATENT REGISTRATIONS AND APPLICATIONS**

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>DESCRIPTION</u>
Allen Systems Group, Inc.	6,070,164	Database Method and Apparatus Using Hierarchical Bit Vector Index Structure
Allen Systems Group, Inc.	6,499,033	Database Method and Apparatus Using Hierarchical Bit Vector Index Structure Associated With Indexed Data Fields
Allen Systems Group, Inc.	5,872,976	Client-Based System for Monitoring the Performance of Application Programs
Allen Systems Group, Inc.	5,878,422	System for Virtually Converting Data in a Field between First and Second Format by Using Hook Routines

Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>DESCRIPTION</u>
Allen Systems Group, Inc.	PCT/US2000/16567	Electronic Statement Bill Presentment and Payment System and Method
Allen Systems Group, Inc.	PCT/US2001/30380	Payment Certification String and Related Electronic Payment System and Method
Allen Systems Group, Inc.	09/361,356	Server Based Instrumentation for Internet Relate Applications

FOREIGN PATENT REGISTRATIONS AND APPLICATIONS:

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY/STATE</u>	<u>DESCRIPTION</u>
Allen Systems Group, Inc.	99 108 865.9	European Union	DATABASE
Allen Systems Group, Inc.	02747936.9	European Union	Database Indexing Method and Apparatus
Allen Systems Group, Inc.	2,451,208	Canada	Database Indexing Method and Apparatus
Allen Systems Group, Inc.	2002318380	Australia	Database Indexing Method and Apparatus

Allen Systems Group, Inc.	1,015,979	European Union	Client-Based System for Monitoring the Performance of Application Programs
Allen Systems Group, Inc.	97/2005	South Africa	Server Based Instrumentation for Internet Relate Applications
Allen Systems Group, Inc.	3711020	Australia	Server Based Instrumentation for Internet Relate Applications
Allen Systems Group, Inc.	97920260.3	European Union	Server Based Instrumentation for Internet Relate Applications
Allen Systems Group, Inc.	536460/97	Japan	Server Based Instrumentation for Internet Relate Applications
Allen Systems Group, Inc.	98/80869	Saudi Arabia	Server Based Instrumentation for Internet Relate Applications
Allen Systems Group, Inc.	916/DEL/97	India	Server Based Instrumentation for Internet Relate Applications
Allen Systems Group, Inc.	2,312,060	United Kingdom	Scan Portion of OnMark Technology Product
Allen Systems Group, Inc.	2,312,536	United Kingdom	Scan Portion of OnMark Technology Product
Allen Systems Group, Inc.	PCT/IB97/01598	Canada	Scan Portion of OnMark Technology Product

Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>COUNTRY/STATE</u>	<u>DESCRIPTION</u>
None.			

Item B**PATENT LICENSES**

None.