

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
SUMTOTAL SYSTEMS, INC.	12/30/2010
GEOLEARNING, INC.	12/30/2010
SOFTSCAPE SOFTWARE LLC	12/30/2010

RECEIVING PARTY DATA

Name:	BANK OF MONTREAL, as Administrative Agent
Street Address:	115 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603

PROPERTY NUMBERS Total: 7

Property Type	Number
Patent Number:	6457017
Patent Number:	6681221
Patent Number:	6611843
Patent Number:	5926794
Patent Number:	5530856
Patent Number:	5500936
Patent Number:	5469192

CORRESPONDENCE DATA

Fax Number: (312)863-7806
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-863-7198
 Email: nancy.brougher@goldbergkohn.com
 Correspondent Name: Nancy Brougher
 Address Line 1: Goldberg Kohn Ltd.

OP \$280.00 6457017

Address Line 2: 55 East Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	3630.099
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NAME OF SUBMITTER:	Nancy Brougher
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Total Attachments: 5 source=Patent Security Agreement#page1.tif source=Patent Security Agreement#page2.tif source=Patent Security Agreement#page3.tif source=Patent Security Agreement#page4.tif source=Patent Security Agreement#page5.tif
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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") dated as of December 30, 2010, among SUMTOTAL SYSTEMS, INC., a Delaware corporation ("Borrower"), GEOLEARNING, INC., a Delaware corporation ("GeoLearning"), and SOFTSCAPE SOFTWARE LLC, a Delaware limited liability company ("Softscape") (Softscape, GeoLearning and Borrower are referred to herein each as a "Grantor", and collectively as the "Grantors"), in favor of BANK OF MONTREAL, as administrative agent ("Administrative Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Borrower, the guarantors from time to time party thereto, Administrative Agent and the lenders from time to time party thereto ("Lenders"), Administrative Agent and Lenders have agreed to make certain loans and other financial accommodations for the benefit of Borrower; and

WHEREAS, Administrative Agent and Lenders are willing to make the loans and other financial accommodations as provided for in the Credit Agreement on the condition, among others, that each Grantor shall have executed and delivered to Administrative Agent (a) that certain Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among Grantors and Administrative Agent and (b) to the extent applicable, this Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement. The term "Patents" shall mean patents and patent applications, including (i) the patents and patent applications listed on Schedule 1 attached hereto, (ii) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (iv) the right to sue for past, present, and future infringements thereof, and (v) all of each Grantor's rights corresponding thereto throughout the world.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. To secure the Obligations, each Grantor hereby grants to Administrative Agent a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following included in the Collateral, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

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

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

3. AGREEMENT; SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

4. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

5. SEVERABILITY. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

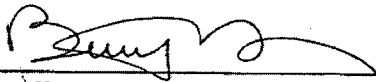
6. ASSIGNMENTS. This Agreement shall create a continuing lien on and security interest in the Patent Collateral and shall be binding upon each Grantor and its successors and assigns and shall inure to the benefit of the Administrative Agent and its successors and permitted assigns.

7. GOVERNING LAW. This Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of Illinois.

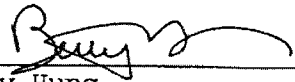
[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

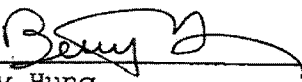
SUMTOTAL SYSTEMS, INC.

By: 
Name: Betty Hung
Title: Chief Financial Officer

SOFTSCAPE SOFTWARE LLC

By: 
Name: Betty Hung
Title: Chief Financial Officer

GEOLEARNING, INC.

By: 
Name: Betty Hung
Title: Chief Financial Officer

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SUMTOTAL SYSTEMS, INC.

By: _____
Name: _____
Title: _____

SOFTSCAPE SOFTWARE LLC

By: _____
Name: _____
Title: _____

GEOLEARNING, INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF MONTREAL, as Administrative Agent

By Aleen M Hartje
Name Aleen Hartje
Title Director

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND APPLICATIONS

PATENT	PATENT / APPLICATION NUMBER	ISSUE / FILE DATE	OWNER INFORMATION
Computing system for information management	6457017	09/24/02	Softscape Software LLC
Method and system for achieving directed acyclic graph (DAG) representations of Data in XML	6681221	01/20/04	SumTotal Systems, Inc. and GForce Systems, Inc.
Specification of Sub-elements and attributes in a XML sub-tree and method for extracting data values therefrom	6611843	08/26/03	SumTotal Systems, Inc. and GForce Systems, Inc.
Visual rating system and method	5926794	03/06/96	SumTotal Systems, Inc.
Verifying multimedia linking for a multimedia presentation	5530856	06/25/96	SumTotal Systems, Inc.
Multimedia slide presentation system with a moveable, tracked popup menu with button and title bars	5500936	03/19/96	SumTotal Systems, Inc.
Method and apparatus for increasing the functionality of computer system pointing devices by simultaneous actuation of buttons thereon	5469192	11/21/95	SumTotal Systems, Inc.