

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Patent Security Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Deltek, Inc.	10/10/2012
RECEIVING PARTY DATA	
Name:	Jefferies Finance LLC
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13532098
CORRESPONDENCE DATA	
Fax Number:	7147558290
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	714-540-1235
Email:	ipdocket@lw.com
Correspondent Name:	Latham & Watkins LLP
Address Line 1:	650 Town Center Drive, Suite 2000
Address Line 4:	Costa Mesa, CALIFORNIA 92626
ATTORNEY DOCKET NUMBER:	038507-0258
NAME OF SUBMITTER:	Anna T Kwan
Total Attachments: 5 source=Deltek - First Lien Patent Security Agreement (2)#page1.tif source=Deltek - First Lien Patent Security Agreement (2)#page2.tif source=Deltek - First Lien Patent Security Agreement (2)#page3.tif source=Deltek - First Lien Patent Security Agreement (2)#page4.tif source=Deltek - First Lien Patent Security Agreement (2)#page5.tif	

PATENT

FIRST LIEN PATENT SECURITY AGREEMENT

This First Lien Patent Security Agreement, dated as of October 10, 2012 (this "Patent Security Agreement"), by and among Deltek, Inc. (the "Pledgor"), in favor of Jefferies Finance LLC, in its capacity as collateral agent for the Secured Parties (in such capacity, together with any successor thereof, the "Collateral Agent") pursuant to that certain First Lien Credit Agreement, dated as of October 10, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Project Diamond Merger Corporation, a Delaware corporation ("Initial Borrower"), Deltek, Inc., a Delaware corporation ("Deltek"), Project Diamond Intermediate Holdings Corporation, a Delaware corporation ("Holdings"), the Pledgor and each of the other guarantors listed on the signature pages thereto, the lenders from time to time party thereto, the several agents party thereto, including the Collateral Agent, Jefferies Finance LLC, as swingline lender and Royal Bank of Canada, as issuing bank.

W I T N E S S E T H:

WHEREAS, the Pledgor is party to a that certain First Lien Security Agreement dated as of October 10, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the ratable benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the ratable benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor, excluding Excluded Property, whether now existing or hereafter arising or acquired from time to time (collectively, the "Patent Collateral"): all patents and patent applications (whether issued or applied for), together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use of any of the foregoing, (ii) inventions and improvements described and claimed therein, (iii) reissues, substitutes, reexaminations, divisions, renewals, extensions, continuations and continuations-in-part thereof and amendments thereto, (iv) proceeds, income, fees, royalties, damages and payments now or hereafter due and/or payable thereunder and with respect thereto including damages, claims and payments for past, present or future infringements or other violations thereof, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present or future infringements or other violations thereof, including the United States patents and patent applications, listed on Schedule 1 attached hereto.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral 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. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Once the Commitments have been terminated and the principal of and interest and premium (if any) on each Loan, all Fees and all other expenses or amounts payable under any Loan Document and any Specified Hedging Agreement have been paid in full (other than contingent indemnification obligations that, pursuant to the terms of the Credit Agreement, the other Loan Documents and any Specified Hedging Agreement, survive the termination thereof) and all Letters of Credit have been canceled or have expired and all amounts drawn thereunder have been reimbursed in full or Cash Collateralized, the security interest granted pursuant to the Security Agreement and the security interest herein shall terminate and be deemed released and upon written request of the Borrower, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Patent Collateral under this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security 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 Patent Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Patent Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Signature Page Follows]

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

DELTEK, INC.

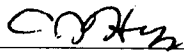
By:


Name: Michael P. Corkery
Title: Chief Financial Officer

[First Lien Patent Security Agreement]

Accepted and Agreed:

JEFFERIES FINANCE LLC,
as Collateral Agent

By: 
Name: E.J. Hess
Title: Managing Director

[First Lien Patent Security Agreement]

PATENT
REEL: 029109 FRAME: 0513

SCHEDULE 1
to
FIRST LIEN PATENT SECURITY AGREEMENT
UNITED STATES PATENTS AND PATENT APPLICATIONS

Issued Patents:

None.

Patent Applications:

Title	Application Date	Application No	Owner
System and Method for Managing Projects	6/25/2012	13/532098	Deltek, Inc.