

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SS&C Technologies, Inc.		11/23/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	270 Park Avenue
Internal Address:	Attention: David Mallett - 4th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	National Association:

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2144140	DBC
Registration Number:	2140964	HEATMAPS
Registration Number:	2231906	HOTSPOTS
Registration Number:	1610442	PRO-JECT
Registration Number:	1350403	SKYLINE
Registration Number:	1854483	TRADEDESK
Registration Number:	2371753	TRADEPATH
Registration Number:	2155235	BANC BANKER'S AUTOMATED NETWORK CONNECTION
Registration Number:	1918991	PORTPRO
Serial Number:	78686269	HEATMAPS

CORRESPONDENCE DATA

Fax Number: (212)455-2502  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

OP \$265.00 2144140

Phone: (212) 455-7698  
Email: ksolomon@stblaw.com  
Correspondent Name: Mark Solomon, Esq.  
Address Line 1: Simpson Thacher & Bartlett LLP  
Address Line 2: 425 Lexington Avenue  
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509333/0071
NAME OF SUBMITTER:	Mark Solomon
Signature:	/ms/
Date:	11/30/2005

**Total Attachments: 8**

source=SSC\_TSI#page1.tif  
source=SSC\_TSI#page2.tif  
source=SSC\_TSI#page3.tif  
source=SSC\_TSI#page4.tif  
source=SSC\_TSI#page5.tif  
source=SSC\_TSI#page6.tif  
source=SSC\_TSI#page7.tif  
source=SSC\_TSI#page8.tif

GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of November 23, 2005 is made by SS&C Technologies, Inc., a Delaware corporation, located at 80 Lamberton Road, Windsor, CT 06095 (the "Surviving US Borrower"), in favor of JPMorgan Chase Bank, N.A., a national association, located at 270 Park Avenue, 4th Floor, Attn: David Mallett, New York, NY 10017, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of November 23, 2005 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Sunshine Acquisition II, Inc., as Initial US Borrower, the Surviving US Borrower, SS&C Technologies Canada Corp., a Nova Scotia unlimited company ("CDN Borrower" and together with the Surviving US Borrower the "Borrowers"), the Lenders, the Agent, Bank of America, N.A., as Documentation Agent, and Wachovia Bank National Association, as Syndication Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Surviving US Borrower has executed and delivered a Guarantee and Collateral Agreement, dated as of November 23, 2005, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Surviving US Borrower pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Surviving US Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, Surviving US Borrower agrees, for the benefit of the Agent and the Lenders, 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 or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Surviving US Borrower hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of Surviving US Borrower's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by Surviving US Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Surviving US Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral 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 Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SS&C TECHNOLOGIES, INC.

By: 

Name: *William C. Stone*

Title: *Chairman + CEO*

JPMORGAN CHASE BANK, N.A.  
as Administrative Agent for the Lenders

By: \_\_\_\_\_

Name:

Title:

Signature Page to Grant of Security Interest in Trademark Rights

TRADEMARK  
REEL: 003201 FRAME: 0353

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SS&C TECHNOLOGIES, INC.

By: \_\_\_\_\_  
Name:  
Title:

JPMORGAN CHASE BANK, N.A.  
as Administrative Agent for the Lenders

By:   
Name: \_\_\_\_\_  
Title: **Robert Anastasio**  
**Vice President**

Signature Page to Grant of Security Interest in Trademark Rights

ACKNOWLEDGMENT OF SURVIVING US BORROWER

STATE OF )  
  ) ss Windsor  
COUNTY OF )

On the 18<sup>th</sup> day of November, 2005, before me personally came William C. Stone, who is personally known to me to be the Chairman + CEO of SS&C Technologies, Inc., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Chairman + CEO in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Cheri Lynn Ferris  
Notary Public

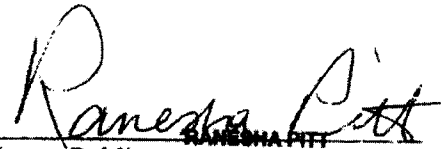
**CHERI LYNN FERRIS**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES MAY 31, 2009  
(PLACE STAMP AND SEAL ABOVE)



ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF NEW YORK    )  
                                  ) ss  
COUNTY OF NEW YORK )

On the 21<sup>st</sup> day of November, 2005, before me personally came ROBERT ANASTASIO who is personally known to me to be the VICE PRESIDENT of JPMorgan Chase Bank, N.A., a national association; who, being duly sworn, did depose and say that she/he is the \_\_\_\_\_ in such national association, the national association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such national association; and that she/he acknowledged said instrument to be the free act and deed of said national association.

  
\_\_\_\_\_  
Notary Public, State of New York  
No. 01P16046637  
Qualified in Bronx County  
Commission Expires August 14, \_\_\_\_\_

(PLACE STAMP AND SEAL ABOVE)

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<u>Trademark</u>	<u>Registration or Serial Number</u>
DBC	2,144,140
HEATMAPS	2,140,964
HOTSPOTS	2,231,906
PRO-JECT	1,610,442
SKYLINE	1,350,403
TRADEDESK	1,854,483
TRADEPATH	2,371,753
BANC BANKER'S AUTOMATED NETWORK CONNECTION AND DESIGN	2,155,235
PORTPRO	1,918,991
HEATMAPS	78/686,269

509333-0071-10154-NY03.2480559.3