

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
Applied Predictive Technologies, Inc.		09/06/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CapitalSource Finance LLC, as Agent		
Street Address:	4445 Willard Avenue, 12th Floor		
City:	Chevy Chase		
State/Country:	MARYLAND		
Postal Code:	20815		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2653367	APT	
Registration Number:	3119670	TEST & LEARN	
Registration Number:	2791379	APTRETAILER	
Registration Number:	2563828	EVOLVE	
CORRESPONDENCE DATA			
Fax Number:	(202)223-2085		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-861-3900		
Email:	dctrademarks@dlapiper.com		
Correspondent Name:	Ryan C. Compton, Esq. - DLA PIPER US LLP		
Address Line 1:	1200 Nineteenth Street, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036-2412		
ATTORNEY DOCKET NUMBER:	305792-50		
NAME OF SUBMITTER:	Ryan C. Compton, Esq.		

OP \$115.00 2653367

Signature:

/Ryan C. Compton/

Date:

10/19/2006

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of the 6th day of September, 2006, by Applied Predictive Technologies, Inc., a Delaware corporation ("APT") with an address at 901 Stuart St., Suite 1100, Arlington, VA 22203, and APT Software Holdings, Inc., a Delaware corporation ("Holdco," together with APT, individually and jointly referred to herein as "Debtor") with an address at c/o Accel-KKR Company LLC, 2500 Sand Hill Rd., Suite 100, Menlo Park, CA 94025, in favor of CAPITALSOURCE FINANCE LLC, in its capacity as Agent with an address at 4445 Willard Avenue, 12th Floor, Chevy Chase, Maryland 20815 ("Secured Party").

This Agreement supplements the Security Agreement dated as of the date hereof made by Debtor in favor of Secured Party (herein the "Security Agreement"). This is the Trademark Security Agreement referred to in the Security Agreement, and the Trademark Collateral described in this Agreement is also part of the Collateral described in the Security Agreement.

ACCORDINGLY, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby makes the following covenants, agreements, representations and warranties for the benefit and security of Secured Party:

ARTICLE I

CONSTRUCTION AND DEFINED TERMS

1.01 **Article and Section Headings.** Article and Section headings and captions in this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. Unless otherwise expressly stated in this Agreement, references in this Agreement to Sections shall be read as Sections of this Agreement. Terms used in this Agreement shall be applicable to the singular and plural, and references to gender shall include all genders.

1.02 **Schedules and Exhibits.** Unless a Schedule or Exhibit is referred to in this Agreement as being a Schedule or Exhibit to another Loan Document, the references in this Agreement to specific Schedules and Exhibits shall be read as references to such specific Schedules or Exhibits attached, or intended to be attached, to this Agreement and any counterpart of this Agreement and regardless of whether they are in fact attached to this Agreement, and including any amendments, supplements and replacements to such Schedules or Exhibits from time to time.

1.03 **Security Agreement Defined Terms.** Capitalized terms that are not defined in this Agreement, but are defined in the Security Agreement, shall have the same definitions as in the Security Agreement, which definitions are incorporated herein by reference.

1.04 **Other Defined Terms.** Unless otherwise stated in this Agreement, capitalized terms used in this Agreement shall have the following meanings.

"Core Trademark Collateral" As defined in Section 2.01.

"Goodwill" As defined in Section 2.01.

"Licensed Rights" As defined in Section 2.01.

"Security Agreement" As defined on the first page of this Agreement.

"Scheduled Trademark" or "Scheduled Trademarks" Debtor's Trademarks, and any filings, registrations and recordings of, and applications for, any thereof, listed on Schedule 1 to this Agreement.

"Trademark Collateral" As defined in Section 2.01.

"Trademark Office" The United States Patent and Trademark Office, and any successor thereto.

"Trademark Records" As defined in Section 2.01.

ARTICLE II **SECURITY INTEREST**

2.01 **Security Interest.** To further secure the full and timely payment, performance and satisfaction of the Obligations, and without limiting the legal operation and effect of any other Loan Document, Debtor hereby grants to Secured Party a security interest in, all of Debtor's now owned and hereafter acquired, created or arising Property described below (referred to herein as "Trademark Collateral"):

(a) All of Debtor's Trademarks, including but not limited to the Scheduled Trademarks, and all renewals thereof, and any filings, registrations and recordings of, and applications for (excluding any Intent-to-Use Trademark applications filed in the United States), any thereof, and all (i) income, royalties, license fees, damages and payments now and hereafter due or payable with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (ii) the right to sue for past, present and future infringements thereof, and (iii) all rights corresponding thereto throughout the world (the Property described in this clause (a) being referred to herein as the "Core Trademark Collateral"); and

(b) All of Debtor's goodwill of Debtor's business connected with or associated with and symbolized by the Core Trademark Collateral (the Property described in this clause (b) being referred to herein as "Goodwill"); and

(c) All of Debtor's right, title and interest (but not Debtor's obligations) as a licensee of any Trademarks of and from any other Person for use in the business that Debtor is engaged in on the date of this Agreement (including any License granted to

Debtor under this Agreement but excluding any License if and to the extent that the grant of a security interest therein shall constitute or result in a breach or termination pursuant to the terms of, or a default under, such License, provided that the Proceeds from any such License shall not be excluded) (the Property described in this clause (c) being referred to herein as "**Licensed Rights**"); and

(d) All of Debtor's cash and non-cash proceeds (as "proceeds" is defined in Article 9) and all other amounts and royalties received or to be received in respect of any sale, exchange, lease, license or other disposition of any Core Trademark Collateral, Goodwill, or Licensed Rights, and including insurance proceeds (the Property described in this clause (d) being referred to herein as "**Proceeds**"); and

(e) All of Debtor's Records relating to the Core Trademark Collateral, Goodwill, Licensed Rights, or Proceeds, together with any containers or media in which the foregoing are stored (including any rights of Debtor with respect to the foregoing maintained with or by any other Person), and if any of the foregoing are stored with any other Person, all of Debtor's rights relating to the storage and retrieval thereof and access thereto (the Property described in this clause (e) being referred to herein as "**Trademark Records**").

2.02 **Supplement to Security Agreement.** This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Security Agreement. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement and the other Loan Documents, all terms of which are incorporated herein by reference. Debtor shall fulfill all of Debtor's covenants and other obligations under the Security Agreement.

ARTICLE III

GENERAL PROVISIONS

3.01 **Notices.** Any notice or other communication required or permitted by or in connection with this Agreement shall be given in accordance with the notice provision in the Security Agreement.

3.02 **Successors and Assigns.** This Agreement shall create a continuing security interest in the Trademark Collateral and shall (i) be binding upon Debtor and its successors and assigns, and (ii) inure, together with the rights and remedies of Secured Party hereunder, to the benefit of Secured Party and Secured Party's successors, transferees and permitted assigns. This Agreement may not be assigned by Debtor without the prior written consent of Secured Party.

3.03 **Filing, Registering, Recording.** Either party hereto may file, record or register this Agreement (or a photocopy of this Agreement) with United States Patent and Trademark Office or in any similar office or agency of the United States, any State or any other country, to give notice of, and to further the legal operation and effect of, and perfect the interests of

Secured Party under, this Agreement. Debtor shall pay all of Secured Party's reasonable costs and expenses (including attorney's fees) of filing, registering or recording this Agreement.

3.04 **Miscellaneous**. This Agreement may be executed in counterparts and each shall be effective as an original, and a telecopy of this executed Agreement shall be effective as an original. In making proof of this Agreement, it shall not be necessary to produce more than one counterpart of this Agreement. All representations, warranties and covenants of Debtor contained herein shall survive the execution and delivery of this Agreement and shall terminate only upon the full payment (other than contingent indemnification Obligations to the extent no claim giving rise thereto has been asserted) and satisfaction by Debtor of the Obligations and the termination of the Security Agreement.


3.05 **Governing Law**. This Agreement shall, except to the extent that federal law or laws of another state apply to the Trademarks or any part thereof, be governed by and construed in accordance with the internal laws of the State of New York, without regard to conflicts of law principles.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, and intending to be legally bound hereby, Debtor executes this Agreement under seal as of the day and year first above written.

DEBTOR:

**APPLIED PREDICTIVE
TECHNOLOGIES, INC.**

By: 
Name: JAMES J. MANDEL
Title: CEO

APT SOFTWARE HOLDINGS, INC.

By: 
Name: JAMES J. MANDEL
Title: CEO

SECURED PARTY:

CAPITALSOURCE FINANCE LLC

By: _____
Name: _____
Title: _____

Attachments:

Schedule 1 (Trademarks)

IN WITNESS WHEREOF, and intending to be legally bound hereby, Debtor executes this Agreement under seal as of the day and year first above written.

DEBTOR:

**APPLIED PREDICTIVE
TECHNOLOGIES, INC.**


By: _____
Name: _____
Title: _____

APT SOFTWARE HOLDINGS, INC.

By: _____
Name: _____
Title: _____

SECURED PARTY:

CAPITALSOURCE FINANCE LLC

By:  _____
Name: **Peggy Balsawer**
Title: **Associate General Counsel
Corporate Finance**

Attachments:

Schedule 1 (Trademarks)

**SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT**

U.S. Trademark Registrations

MARK	REGISTRATION NUMBER	REGISTRATION DATE
apt and logo	No. 2653367	11/26/02
Test & Learn	No. 3119670	07/25/06
AptRetailer	No. 2791379	12/09/03
Evolve	No. 2563828	04/23/02

Foreign Trademark Registrations

None.

Foreign Trademark Applications

None.