

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
Tritech Software Systems		11/28/2006	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	2321 Rosecrans Ave		
Internal Address:	Commerical Loan Services Division		
City:	El Segundo		
State/Country:	CALIFORNIA		
Postal Code:	90245		
Entity Type:	A Michigan Banking Corporation: MICHIGAN		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	78705596	TRITECH SOFTWARE THAT SAVES LIVES	
Serial Number:	78705582	TRITECH	
Serial Number:	78710324	TRITECH SOFTWARE SYSTEMS	
Serial Number:	78710381	TRITECH SOFTWARE SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	(313)496-8454		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	313-963-6420		
Email:	schultz@millercanfield.com		
Correspondent Name:	Joni M. Thrower		
Address Line 1:	150 West Jefferson		
Address Line 2:	Suite 2500		
Address Line 4:	Detroit, MICHIGAN 48226		
ATTORNEY DOCKET NUMBER:	125055-384		

CH \$115.00 78705596

NAME OF SUBMITTER:	Joni M. Thrower
Signature:	/jonimthrower/
Date:	12/01/2006
Total Attachments: 5 source=Tritech#page1.tif source=Tritech#page2.tif source=Tritech#page3.tif source=Tritech#page4.tif source=Tritech#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 28, 2006 by and between COMERICA BANK, a Michigan banking corporation ("Bank") and TRITECH SOFTWARE SYSTEMS, a California corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Credit Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement and the Security Agreement of even date herewith, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

9860 Mesa Rim Road
San Diego, California 92121

Attn: Christopher D. Maloney

TRITECH SOFTWARE SYSTEMS

By: 


Chris Maloney
Title: President & CEO

BANK:

Address of Bank:

Comerica Bank
701 B. Street
Suite 600
San Diego, California 92101
Attn: Loan Documentation

COMERICA BANK

By: 

Edmund P. Ozorio
Title: Senior Vice President

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
VisiCAD* (version 2.6)	TXu-654-218	02/26/96
VisiCAD* (version 2.7)	TXu-725-303	02/27/96
VisiCAD* (version 2.9)	TXu-832-018	12/29/97
VisiCAD* (version 2.10)	TXu-832-017	12/29/97
VisiCAD* (version 3.7)	TXu-831-400	12/29/97
VisiCAD* (version 3.8)	TXu-861-689	06/22/98
Webview (version 1.2)	TXu-954-235	05/30/00
WebView (version 1.3)	TXu-990-232	02/20/01
Map Routing API	TXu-983-375	01/22/01
VisiCAD Command (version 1.0)	TXu-926-951	12/06/99
VisiCAD Command (version 1.1)	TXu-921-730	08/07/00
VisiCAD Command (version 1.2)	TXu-976-417	11/09/00
VisiCAD Command (version 1.3)	TXu-976-416	11/09/00
VisiCAD Command (version 1.4)	TXu-976-443	11/09/00
VisiCAD Command (version 1.5)	TXu-1-020-417	08/20/01
VisiCAD Command (version 1.6)	TXu-1-020-418	08/20/01
VisiCAD Command (version 1.7)	TXu-1-015-087	08/20/01
VisiCAD Command (version 1.10)	TXu-1-205-727	08/09/04
VisiCAD Command (version 4.0)	TXu-1-191-686	08/09/04
VisiCAD Command (version 4.1)	TXu-1-253-078	08/09/04
VisiCAD Voyager records check 1.1	TXu-953-547	05/22/00
VisiCAD for fire* version 1.6.2	TXu-723-191	02/27/96
VisiNet Browser (version 2.0)	TXu-1-189-426	08/13/04
VisiCAD Browser (version 2.1)	TXu-1-253-077	08/05/05
VisiNet GIS link (version 1.0)	TXu-1-275-166	01/04/06
VisiNet Mobile (version 2.0)	TXu-1-191-240	08/13/04
VisiNet Mobile (version 2.1)	TXu-1-253-075	08/05/05
VisiNet Mobile (version 2.2)	TXu-1-292-631	03/29/06
VisiNet Proxy	TXu-1-263-457	10/24/05
CADLink (version 2.4)	TXu-1-268-055	10/12/05
Voyager Query	TXu-997-750	03/13/01
Contact	TXu-1-003-687	06/13/01
Query	TXu-1-003-688	1/19/78
Voyager Proxy	TXu-1-003-689	06/13/01
Voyager contact – web application	TXu-1-012-495	06/11/01
Team version 1.6.2*	TXu-706-046	02/27/96

*Copyrights registered under Grantor's former name "American TriTech."

EXHIBIT B

Patents – None.

EXHIBIT C

Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
Tritech Software that Saves Lives	78/705,596 U.S. Class 42	09/01/05
Tritech	78/705,582 U.S. Class 42	09/01/05
Tritech Software Systems and Design (logo)	78/710,324 U.S. Class 9	09/09/05
Tritech Software Systems and Design (logo)	78/710,381 U.S. Class 42	09/09/05

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