

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Amendment Number Three to Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
FORTEZZA IRIDIUM HOLDINGS, INC.		02/14/2008	CORPORATION: DELAWARE
VENTYX INC.		02/14/2008	CORPORATION: DELAWARE
MOBILE DATA SOLUTIONS INC.		02/14/2008	CORPORATION: DELAWARE
INDUS APAC, INC.		02/14/2008	CORPORATION: DELAWARE
VENTYX ASIA INC.		02/14/2008	CORPORATION: DELAWARE
INDUS GROUP NORTH AMERICA, INC.		02/14/2008	CORPORATION: CALIFORNIA
GED HOLDING, LLC		02/14/2008	LIMITED LIABILITY COMPANY: DELAWARE
GLOBAL ENERGY DECISIONS, L.L.C.		02/14/2008	LIMITED LIABILITY COMPANY: DELAWARE
VENTYX ENERGY SOFTWARE, INC.		02/14/2008	CORPORATION: CALIFORNIA
ENERGY VELOCITY, LLC		02/14/2008	LIMITED LIABILITY COMPANY: DELAWARE
KW NORTH AMERICA, LLC		02/14/2008	LIMITED LIABILITY COMPANY: DELAWARE
VENTYX ENERGY, LLC		02/14/2008	LIMITED LIABILITY COMPANY: DELAWARE
TECH-ASSIST, INC.		02/14/2008	CORPORATION: MARYLAND

**RECEIVING PARTY DATA**

<b>Name:</b>	WELLS FARGO FOOTHILL, INC.
<b>Street Address:</b>	2450 Colorado Avenue, Suite 3000W
<b>City:</b>	Santa Monica
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90404
<b>Entity Type:</b>	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 2

CH \$65.00 2684786

Property Type	Number	Word Mark
Registration Number:	2684786	ESOMS
Registration Number:	3335289	SOMS

**CORRESPONDENCE DATA**

Fax Number: (213)627-0705  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 213-683-5698  
Email: minettetayco@paulhastings.com  
Correspondent Name: Minette M. Tayco  
Address Line 1: 515 S. Flower St., 25th Floor  
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	WFF/VENTYX (45035.00235)
NAME OF SUBMITTER:	Minette M. Tayco
Signature:	/Minette M. Tayco/
Date:	02/21/2008

**Total Attachments: 7**

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**AMENDMENT NUMBER THREE TO TRADEMARK SECURITY AGREEMENT**

This **AMENDMENT NUMBER THREE TO TRADEMARK SECURITY AGREEMENT**, dated as of February 14, 2008 (this "Amendment"), is delivered pursuant to Section 5 of that certain Trademark Security Agreement, dated as of January 9, 2007 (as amended by that certain Amendment Number One to Trademark Security Agreement, dated as of June 8, 2007 and that certain Amendment Number Two to Trademark Security Agreement, dated as of September 6, 2007, the "Trademark Security Agreement"), among the Grantors signatory thereto and the Grantors that executed that certain Security Agreement Supplement No. 3, dated as of February 14, 2008 (each referred to hereinafter each individually as a "Grantor" and collectively, jointly and severally, as "Grantors") and **WELLS FARGO FOOTHILL, INC.**, a California corporation, as arranger and administrative agent for the Lenders (in such capacity, together with its successors and permitted assigns, if any, in such capacity, "Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trademark Security Agreement, which by this reference is incorporated herein.

WHEREAS, the Grantors and Agent wish to amend the Trademark Security Agreement by adding Trademarks to the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. Grantors and Agent hereby agree that the Trademark Collateral listed on Schedule 1 attached hereto (the "New Trademark Collateral") shall supplement and become part of the Trademark Collateral referred to in the Trademark Security Agreement and Schedule I attached thereto (the "Existing Trademark Collateral") and shall secure all Obligations.
2. Each Grantor, as applicable, hereby: (a) reaffirms all prior grants of security interests in favor of Agent in all of Grantor's right, title, and interest in, to, and under the Existing Trademark Collateral; (b) grants, assigns, transfers, and conveys to Agent continuing security interests in all of Grantor's right, title, and interest in, to, and under the New Trademark Collateral; (c) represents and warrants, to the extent such representation and warranty does not relate to an earlier date, that the representations and warranties in the Trademark Security Agreement, as amended by the Amendment, are true and correct in all material respects on and as of the date hereof, as though made on such date; and (d) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.
3. This Amendment shall be governed by, and construed and enforced in accordance with, the federal laws of the United States and the laws of the State of New York.
4. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.
5. This Amendment is a Loan Document.

[SIGNATURE PAGE FOLLOWS]

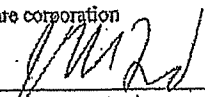
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**TRADEMARK  
REEL: 003725 FRAME: 0925**

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Agreement by and through their duly authorized officers, as of the day and year first above written.

**GRANTORS:**

**FORTEZZA IRIDIUM HOLDINGS, INC.,**  
a Delaware corporation

By:   
Name: James M. Ford  
Title: Vice President

**VENTYX INC.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: Bret R. Bolin  
Title: Chief Financial Officer

**MOBILE DATA SOLUTIONS INC.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: Bret R. Bolin  
Title: Chief Financial Officer

**INDUS APAC, INC.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: Bret R. Bolin  
Title: Chief Financial Officer

**VENTYX ASIA INC.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: Bret R. Bolin  
Title: Chief Financial Officer

**INDUS GROUP NORTH AMERICA, INC.,**  
a California corporation

By: \_\_\_\_\_  
Name: Bret R. Bolin  
Title: Chief Financial Officer

[SIGNATURE PAGE TO AMENDMENT NUMBER THREE TO  
TRADEMARK SECURITY AGREEMENT]

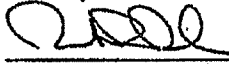
IN WITNESS WHEREOF, the undersigned parties hereto have executed this Agreement by and through their duly authorized officers, as of the day and year first above written.

**GRANTORS:**


**FORTEZZA IRIDIUM HOLDINGS, INC.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: James M. Ford  
Title: Vice President


**VENTYX INC.,**  
a Delaware corporation

By:   
Name: Bret R. Bolin  
Title: Chief Financial Officer

**MOBILE DATA SOLUTIONS INC.,**  
a Delaware corporation

By:   
Name: Bret R. Bolin  
Title: Chief Financial Officer


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By:   
Name: Bret R. Bolin  
Title: Chief Financial Officer

**VENTYX ASIA INC.,**  
a Delaware corporation

By:   
Name: Bret R. Bolin  
Title: Chief Financial Officer

**INDUS GROUP NORTH AMERICA, INC.,**  
a California corporation

By:   
Name: Bret R. Bolin  
Title: Chief Financial Officer

[SIGNATURE PAGE TO AMENDMENT NUMBER THREE TO  
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**GED HOLDING, LLC,**  
a Delaware limited liability company  
By: JMF  
Name: James M. Ford  
Title: Vice President

**GLOBAL ENERGY DECISIONS, L.L.C.,**  
a Delaware limited liability company  
By: JMF  
Name: James M. Ford  
Title: Vice President

**VENTYX ENERGY SOFTWARE, INC.**  
a California corporation  
By: \_\_\_\_\_  
Name: Bret R. Bolli  
Title: Chief Financial Officer

**ENERGY VELOCITY, LLC,**  
a Delaware limited liability company  
By: JMF  
Name: James M. Ford  
Title: Vice President

**KW NORTH AMERICA, LLC,**  
a Delaware limited liability company  
By: JMF  
Name: James M. Ford  
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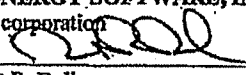
**VENTYX ENERGY, LLC**  
a Delaware limited liability company  
By: \_\_\_\_\_  
Name: Bret R. Bolin  
Title: Chief Financial Officer

**TECH-ASSIST, INC.,**  
a Maryland corporation  
By: \_\_\_\_\_  
Name: Bret R. Bolin  
Title: Chief Financial Officer and Treasurer

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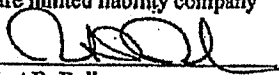
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Title: Chief Financial Officer

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Title: Vice President

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By: \_\_\_\_\_  
Name: James M. Ford  
Title: Vice President

**VENTYX ENERGY, LLC**  
a Delaware limited liability company  
By:   
Name: Bret R. Bolin  
Title: Chief Financial Officer

**TECH-ASSIST, INC.,**  
a Maryland corporation  
By:   
Name: Bret R. Bolin  
Title: Chief Financial Officer and Treasurer

[SIGNATURE PAGE TO AMENDMENT NUMBER THREE TO  
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AGENT:

WELLS FARGO FOOTHILL, INC.,  
a California corporation

By:

  
Name: Lendell Thompson  
Title: Vice President

[SIGNATURE PAGE TO AMENDMENT NUMBER THREE TO  
TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 003725 FRAME: 0930



SCHEDULE I

to

AMENDMENT TO TRADEMARK SECURITY AGREEMENT

Registered Trademarks

<b>Trademark</b>	<b>Country</b>	<b>Registration No.</b>	<b>Registration Date</b>
ESOMS	U.S.	2684786	February 4, 2003
SOMS	U.S.	3335289	November 13, 2007

Trademark Applications

None

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