Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

b. Deposit Account Number \_

Authorized User Warme

Phone Number: 214-855-7448

Email Address: \_mdearman@fulbright.com

Name of Person Signing

Fax Number: 214-855-8200

9. Signature:

Total number of pages including cover sheet, attachments, and document:

01-29-2008	•
103/78352	

U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office

orm PTO-1594 (Rev. 07/05)	United States Patent and Trademark Office
MB Collection 0651-0027 (exp. 6/30/20 F 1/0347	78352
TRADEMAF	RKS ONLY ARD 1/29/08
To the Director of the U. S. Patent and Trademark Office: Pleas	se record the attached documents or the new address(es) below.
. Name of conveying party(ies):	2. Name and address of receiving party(ies)
TriTech Software Systems	Additional names, addresses, or citizenship attached?
	Name: TRITECH SOFTWARE SYSTEMS
Individual(s) Association	Internal Address:
General Partnership Limited Partnership	Street Address: 9860 Mesa Rim Road
✓ Corporation- State: Delaware	City: San Diego
Other	
Citizenship (see guidelines) Delaware	State: CA
dditional names of conveying parties attached? Yes No	Country: USA Zip: 92121
	Association Citizenship
3. Nature of conveyance )/Execution Date(s) :	Limited Partnership Citizenship
Execution Date(s) November 13, 2007	Corporation Citizenship
Assignment Merger	Other Citizenship
Security Agreement Change of Name	If assignee is not domiciled in the United States, a domestic
Other	representative designation is attached: Yes No (Designations must be a separate document from assignment)
4. Application number(s) or registration number(s) and	
A. Tundamed: Application No. (a)	B. Trademark Registration No.(s)
A. Trademark Application No.(s) 1 / 20078	B. Trademark Registration No.(s) 3285635, 3285634  Additional sheet(s) attached? Yes Vo
A. Tundament Application No. (a)	B. Trademark Registration No.(s) 3285635, 3285634  Additional sheet(s) attached? Yes Vo
A. Trademark Application No.(s) 1 / 20078	B. Trademark Registration No.(s) 3285635, 3285634  Additional sheet(s) attached? Yes Vo
A. Trademark Application No.(s) 1 / 20078  C. Identification or Description of Trademark(s) (and Filing	B. Trademark Registration No.(s) 3285635, 3285634  Additional sheet(s) attached? Yes No Date if Application or Registration Number is unknown):
A. Trademark Application No.(s) 1 / 20078  C. Identification or Description of Trademark(s) (and Filing  5. Name & address of party to whom correspondence	B. Trademark Registration No.(s) 3285635, 3285634  Additional sheet(s) attached? Yes V No
A. Trademark Application No.(s) 1 / 20078  C. Identification or Description of Trademark(s) (and Filing  5. Name & address of party to whom correspondence concerning document should be mailed:	B. Trademark Registration No.(s) 3285635, 3285634  Additional sheet(s) attached? Yes No Date if Application or Registration Number is unknown):  6. Total number of applications and registrations involved:
A. Trademark Application No.(s) 1 /2 20078  C. Identification or Description of Trademark(s) (and Filing  5. Name & address of party to whom correspondence concerning document should be mailed:  Name: Matthew Y. DeArman	B. Trademark Registration No.(s) 3285635, 3285634  Additional sheet(s) attached? Yes No Date if Application or Registration Number is unknown):  6. Total number of applications and registrations involved:  7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00
A. Trademark Application No.(s) 1 /2 20078  C. Identification or Description of Trademark(s) (and Filing 5. Name & address of party to whom correspondence concerning document should be mailed:  Name: Matthew Y. DeArman	B. Trademark Registration No.(s) 3285635, 3285634  Additional sheet(s) attached? Yes No Date if Application or Registration Number is unknown):  6. Total number of applications and registrations involved:  7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00 Authorized to be charged by credit card
A. Trademark Application No.(s) 1 / 20078  C. Identification or Description of Trademark(s) (and Filing  5. Name & address of party to whom correspondence concerning document should be mailed:  Name: Matthew Y. DeArman  Internal Address:	B. Trademark Registration No.(s) 3285635, 3285634  Additional sheet(s) attached? Yes No Date if Application or Registration Number is unknown):  6. Total number of applications and registrations involved:  7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00  Authorized to be charged by credit card Authorized to be charged to deposit account
A. Trademark Application No.(s) 1 / 20078  C. Identification or Description of Trademark(s) (and Filing  5. Name & address of party to whom correspondence concerning document should be mailed:  Name: Matthew Y. DeArman  Internal Address:	B. Trademark Registration No.(s) 3285635, 3285634  Additional sheet(s) attached? Yes No Date if Application or Registration Number is unknown):  6. Total number of applications and registrations involved:  7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00  Authorized to be charged by credit card Authorized to be charged to deposit account Fig. 1285634
A. Trademark Application No.(s) 1 /2 20078  C. Identification or Description of Trademark(s) (and Filing 5. Name & address of party to whom correspondence concerning document should be mailed:  Name: Matthew Y. DeArman  Internal Address:  Street Address: 2200 Ross Avenue, Suite 2800	B. Trademark Registration No.(s) 3285635, 3285634  Additional sheet(s) attached? Yes No Date if Application or Registration Number is unknown):  6. Total number of applications and registrations involved:  7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00  Authorized to be charged by credit card Authorized to be charged to deposit account Finclosed  8. Payment Information:
A. Trademark Application No.(s) 1 / 20078  C. Identification or Description of Trademark(s) (and Filing 5. Name & address of party to whom correspondence concerning document should be mailed:  Name: Matthew Y. DeArman  Internal Address:  Street Address: 2200 Ross Avenue, Suite 2800  City: Dallas  7 ip: 75201	B. Trademark Registration No.(s) 3285635, 3285634  Additional sheet(s) attached? Yes No Date if Application or Registration Number is unknown):  6. Total number of applications and registrations involved:  7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00  Authorized to be charged by credit card Authorized to be charged to deposit account Fig. 1285634
A. Trademark Application No.(s) 1 /2 20078  C. Identification or Description of Trademark(s) (and Filing 5. Name & address of party to whom correspondence concerning document should be mailed:  Name: Matthew Y. DeArman  Internal Address:  Street Address: 2200 Ross Avenue, Suite 2800  City: Dallas  State: Texas  Zip: 75201	B. Trademark Registration No.(s) 3285635, 3285634  Additional sheet(s) attached? Yes No Date if Application or Registration Number is unknown):  6. Total number of applications and registrations involved:  7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00  Authorized to be charged by credit card Authorized to be charged to deposit account Finclosed  8. Payment Information: a. Credit Card Last 4 Numbers Expiration Date  101/16/2888.NJAMA1 8888872 3285635
A. Trademark Application No.(s) 1 20078  C. Identification or Description of Trademark(s) (and Filing 5. Name & address of party to whom correspondence concerning document should be mailed:  Name: Matthew Y. DeArman  Internal Address:  Street Address: 2200 Ross Avenue, Suite 2800  City: Dallas  State: Texas  Phone Number: 214-855-7448	B. Trademark Registration No.(s) 3285635, 3285634  Additional sheet(s) attached? Yes No Date if Application or Registration Number is unknown):  6. Total number of applications and registrations involved:  7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00  Authorized to be charged by credit card Authorized to be charged to deposit account Finchesed  8. Payment Information: a. Credit Card Last 4 Numbers Expiration Date  61/16/2988 MJAMA1 98869872 3285635 b. Deposit Account Number 10 16 16 16 18 18 18 18 18 18 18 18 18 18 18 18 18
A. Trademark Application No.(s) 1 / 20078  C. Identification or Description of Trademark(s) (and Filing  5. Name & address of party to whom correspondence concerning document should be mailed:  Name: Matthew Y. DeArman  Internal Address:  Street Address: 2200 Ross Avenue, Suite 2800  City: Dallas  State: Texas  Phone Number: 214-855-7448  Fax Number: 214-855-8200	B. Trademark Registration No.(s) 3285635, 3285634  Additional sheet(s) attached? Yes No Date if Application or Registration Number is unknown):  6. Total number of applications and registrations involved:  7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00  Authorized to be charged by credit card Authorized to be charged to deposit account  Enclosed  8. Payment Information: a. Credit Card Last 4 Numbers Expiration Date b. Deposit Account Number  61.16.2988.1914 9666672 3285635
A. Trademark Application No.(s) 1 20078  C. Identification or Description of Trademark(s) (and Filing 5. Name & address of party to whom correspondence concerning document should be mailed:  Name: Matthew Y. DeArman  Internal Address:  Street Address: 2200 Ross Avenue, Suite 2800  City: Dallas  State: Texas  Phone Number: 214-855-7448  Fax Number: 214-855-8200  Email Address: mdearman@fulbright.com	B. Trademark Registration No.(s) 3285635, 3285634  Additional sheet(s) attached? Yes No Date if Application or Registration Number is unknown):  6. Total number of applications and registrations involved:  7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00  Authorized to be charged by credit card Authorized to be charged to deposit account Finches Expiration Date  8. Payment Information: a. Credit Card Last 4 Numbers Expiration Date  61/16/2668 NJAMA1 06666672 3285635  b. Deposit Account Number
A. Trademark Application No.(s)  C. Identification or Description of Trademark(s) (and Filing  5. Name & address of party to whom correspondence concerning document should be mailed:  Name: Matthew Y. DeArman  Internal Address:  Street Address: 2200 Ross Avenue, Suite 2800  City: Dallas  State: Texas  Phone Number: 214-855-7448  Fax Number: 214-855-8200  Email Address: mdearman@fulbright.com  Email Address: mdearman@fulbright.com	B. Trademark Registration No.(s) 3285635, 3285634  Additional sheet(s) attached? Yes No Date if Application or Registration Number is unknown):  6. Total number of applications and registrations involved:  7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65.00  Authorized to be charged by credit card Authorized to be charged to deposit account Finched  8. Payment Information: a. Credit Card Last 4 Numbers Expiration Date b. Deposit Account Number  61/16/2888 MIGMA1 68868872 3285635  Authorized User: Madde
A. Trademark Application No.(s) 1 / 20078  C. Identification or Description of Trademark(s) (and Filing  5. Name & address of party to whom correspondence concerning document should be mailed:  Name: Matthew Y. DeArman  Internal Address:  Street Address: 2200 Ross Avenue, Suite 2800  City: Dallas  State: Texas  Phone Number: 214-855-7448  Fax Number: 214-855-8200  Email Address: mdearman@fulbright.com  Email Address: mdearman@fulbright.com	B. Trademark Registration No.(s) 3285635, 3285634  Additional sheet(s) attached? Yes No Date if Application or Registration Number is unknown):  6. Total number of applications and registrations involved:  7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00  Authorized to be charged by credit card Authorized to be charged to deposit account Finchesed  8. Payment Information: a. Credit Card Last 4 Numbers Expiration Date b. Deposit Account Number  61/16/2868 N1981  61/16/2868 N1981  Authorized User: Said

Documents to be recorded (including cover sheet) should be faxed to (5 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "<u>Agreement</u>"), is dated as of November 13, 2007, by **TRITECH SOFTWARE SYSTEMS**, a California corporation, (the "<u>Pledgor</u>"), in favor of **ORIX FINANCE CORP.**, a Delaware corporation, individually and in its capacity as agent ("<u>Agent</u>") for the several financial institutions from time to time party to the Credit Agreement defined below (collectively, the "<u>Lenders</u>").

## WITNESSETH

WHEREAS, the Pledgor is party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Agent pursuant to which the Pledgor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Lenders, to enter into that certain Credit Agreement dated as of the date hereof by and among Pledgor, Information Management Corporation, a Massachusetts corporation, TriTech Holdings Inc., a Delaware corporation, Agent and Lenders (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Pledgor hereby agrees with the Agent as follows:

SECTION 1. <u>Defined Terms</u>. 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 Trademark Collateral. The Pledgor hereby pledges and grants to the Agent for its benefit and the benefit of the Lenders a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Pledgor:

- (a) Trademarks of Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Agent shall otherwise determine.

Trademark Security Agreement - TriTech Software Systems

70099622.1

SECTION 4. <u>Termination</u>. Upon the release of the Agent's security interest in any Trademarks pursuant to the Security Agreement, the Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in such Trademarks under this Agreement.

SECTION 5. <u>Counterparts</u>. This 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 Agreement by signing and delivering one or more counterparts.

SECTION 6. GOVERNING LAW. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY OF THE LOAN DOCUMENTS, IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE, AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

[signature page follows]

Trademark Security Agreement - TriTech Software Systems

70099622.1

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

Very truly yours,

TRITECH SOFTWARE SYSTEMS

Name: Blake Clark
Title: CFO and Secretary

Accepted and Agreed:

ORIX FINANCE CORP., as Agent

By:

Name: Christopher L. Smith

Title: Authorized Representative

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

Very truly yours,

TRITECH SOFTWARE SYSTEMS

By:			
	Name:		
	Title:		

Accepted and Agreed:

ORIX FINANCE CORP., as Agent

By:

Name: Christopher L. Smith Title: Authorized Representative

Trademark Security Agreement - TriTech Software Systems

## SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

## **TRADEMARKS**

Trademark	Registration Number	Date 1 1 2 1 1 2 1 1 2 1 1 2 1 2 1 2 1 2 1
TRITECH SOFTWARE THAT SAVES LIVES	3,285,635	August 28, 2007
TRITECH	3,285,634	August 28, 2007

Schedule I to Trademark Security Agreement

70099622.1

**RECORDED: 02/28/2008**