

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Syncsort Incorporated		03/31/2008	CORPORATION:

RECEIVING PARTY DATA

Name:	Ableco Finance LLC, as collateral agent
Street Address:	299 Park Avenue
Internal Address:	22nd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1157917	SYNCSORT
Registration Number:	2070604	BACKUP EXPRESS
Registration Number:	2961223	DMEXPRESS
Registration Number:	2427390	VISUAL SYNCSORT
Registration Number:	2023810	PIPESORT
Registration Number:	2070629	FILEPORT
Registration Number:	2155075	PARASORT
Registration Number:	2502544	
Serial Number:	77389127	EXPRESSDR
Serial Number:	77389110	XRSERVER

CORRESPONDENCE DATA

Fax Number: (212)593-5955
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900103457

**TRADEMARK
 REEL: 003753 FRAME: 0861**

CH \$265.00 1157917

Phone: 212-756-2215
Email: john.garces@srz.com
Correspondent Name: John C. Garces, Esq.
Address Line 1: 919 Third Avenue
Address Line 2: 22nd Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	014951.0868
NAME OF SUBMITTER:	John C. Garces, Esq. (014951.0868)
Signature:	/kc for jcg/
Date:	04/04/2008

Total Attachments: 4

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GRANT OF A SECURITY INTEREST --TRADEMARKS

WHEREAS, SYNCSORT INCORPORATED (the "Grantor") owns the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a First Lien Pledge and Security Agreement, dated March 31, 2008 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Ableco Finance LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee"); and


WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties (each such term as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be duly executed by its officer thereunto duly authorized as of March 31, 2008.

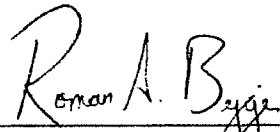
SYNCSORT INCORPORATED

By: 
Name:
Title:

STATE OF New York

COUNTY OF New York ss.:

On this 22nd day of March, 2008, before me personally came Ryan Havel, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the VP, Sales, Region of SYNCSOURCE CORPORATION, a New Jersey Corporation, and that s/he executed the foregoing instrument in the firm name of SYNCSOURCE CORPORATION, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.


[NOTARY SEAL]

ROMAN A. BEJGER
Notary Public, State of New York
No. 02BE6032169
Qualified in New York County
Commission Expires October 18, 2009

SCHEDULE A TO GRANT OF A SECURITY INTEREST - TRADEMARKS

Trademark Registrations and Applications

1. Registered Trademarks

Mark	Registration No.	Ser./App. No.	Filing Date	Reg. Date
<u>SYNCSORT</u>	1157917	73-229097	8/27/1979	6/23/1981
<u>BACKUP EXPRESS</u>	2070604	74-729469	9/15/1995	6/10/1997
<u>DMEXPRESS</u>	2961223	78-295584	9/3/2003	6/7/2005
<u>VISUAL SYNCSORT</u>	2427390	75-603293	12/10/1998	2/6/2001
<u>PIPESORT</u>	2023810	75-039990	1/3/1996	12/17/1996
<u>FILEPORT</u>	2070629	74-735733	9/29/1995	6/10/1997
<u>PARASORT</u>	2155075	74-469435	12/14/1993	5/5/1998
<u>Sigma (Greek Symbol) & Design</u>	2502544	75-659389	3/12/1999	10/30/2001

2. Trademark Applications

Mark	Ser./App. No.	Filing Date
<u>ExpressDR</u>	77-389127	2/5/2008
<u>XP Server</u>	77-389110	2/5/2008