

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Trademark Security Agreement
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
API SOFTWARE, INC.		11/20/2008	CORPORATION: WISCONSIN

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, LLC
Street Address:	2450 Colorado Avenue, Suite 3000W
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	2272174	ACTIVESTAFFER
Registration Number:	3064347	API LABORWORKX
Registration Number:	3119405	API API SOFTWARE, INC.
Registration Number:	2106934	APPLICANTS NAVIGATOR
Registration Number:	2149184	ATTENDANCE+
Registration Number:	2106935	BENEFITS NAVIGATOR
Registration Number:	2715346	CALCENGINE
Registration Number:	2158917	DEDUCTIT
Registration Number:	2921632	E:LABORSTATS
Registration Number:	2152182	EDTRACK
Registration Number:	1827337	HR NAVIGATOR
Registration Number:	2265812	HRSTATS
Registration Number:	2238125	LABORSTATS
Registration Number:	2666308	LABORVISION

CH \$715.00 2272174

Registration Number:	2106929	PAYROLL NAVIGATOR
Registration Number:	1719977	PAYROLLMATION
Registration Number:	2106933	POSITION CONTROL NAVIGATOR
Registration Number:	1972091	REPORTXPRESS
Registration Number:	1826238	SECURALL
Registration Number:	1826239	TIMEBACK
Registration Number:	1852264	TIMECALL
Registration Number:	1832032	TIMEFAX
Registration Number:	1966889	TIMEID
Registration Number:	2160516	TIMEPC
Registration Number:	1830218	TIMESTOR
Registration Number:	3202963	WORKAGENT
Registration Number:	2307274	WWW.REPORTXPRESS
Registration Number:	2308735	WWW.TIMEPC

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:	73896.00029 (WFF/API)
NAME OF SUBMITTER:	Minette M. Tayco
Signature:	/Minette M. Tayco/
Date:	11/20/2008

Total Attachments: 22
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 20th day of November, 2008, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, LLC, in its capacity as Agent for the Lender Group and the Bank Product Providers (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of November 20, 2008 (as amended, restated, supplemented or otherwise modified from time to time, including all schedules and exhibits thereto, the "Credit Agreement") among API Software Holdings Inc., a Delaware corporation ("Parent"), SP-API Merger sub, Inc., a Wisconsin corporation ("Merger Sub"), API Software, Inc., a Wisconsin corporation (together with Merger Sub, individually and collectively, jointly and severally, the "Borrower"), the lenders party thereto as "Lenders" ("Lenders"), and Agent, the Lender Group is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement dated as of November 20, 2008 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing first priority security interest (subject to Permitted Liens) in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Intellectual Property License.

2. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral 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.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

6. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Providers to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[signature page follows]

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

GRANTOR:

API SOFTWARE, INC. ,

a Wisconsin corporation

By: 

Name: JOHN P FINGADO

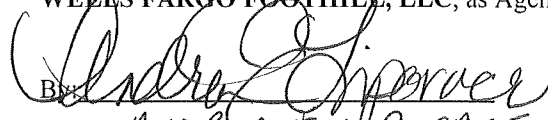
Title: CEO

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, LLC, as Agent

By: 
Name: ANDREA E LIPORACE
Title: VICE PRESIDENT

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003891 FRAME: 0775

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

ACTIVESTAFFER®		
United States of America		
Status	Application Number Filing Date	Registration Number Registration Date
Registered	75/519,778 7/16/1998	2,272,174 8/24/1999
Division: General		
Classes & Goods: Classes: 9 Goods: Computer software for automating the staffing of healthcare employees namely, computer software that projects future employee staffing needs and plans optimal employee staffing and instructional manuals for use therewith, sold as a unit		

API LABORWORKX®		
United States of America		
Status	Application Number Filing Date	Registration Number Registration Date
Registered	78/346,856 12/31/2003	3,064,347 2/28/2006
Division: General		
Classes & Goods: Classes: 9 Goods: Computer software for application and database integration, in the field of labor resource management.		

api api software inc.[®]		
United States of America		
Status	Application Number Filing Date	Registration Number Registration Date
Registered	78/541,045 1/3/2005	3,119,405 7/25/2006
Remarks: Disclaim: "SOFTWARE INC."	Division: General	
Classes & Goods: Classes: 9 Goods: Computer software, namely rules based computer software for application and database integration for tracking and recording employee time and attendance, staffing and scheduling, payroll information, educational information, and productivity; computer software, namely database management software for human resource management; computer software, namely facilities management software for building access control.		

APPLICANTS NAVIGATOR[®]		
United States of America		
Status	Application Number Filing Date	Registration Number Registration Date
Registered	75/169,298 9/20/1996	2,106,934 10/21/1997
Remarks: 10/23/07: Renewal filed by client on 10/2/07.	Division: General	
Classes & Goods: Classes: 9 Goods: Computer software for employment application and hiring tracking and hiring procedure simplification, and instructional manuals for use therewith, sold as a unit		

ATTENDANCE+®		
United States of America		
Status	Application Number Filing Date	Registration Number Registration Date
Registered	75/251,286 3/4/1997	2,149,184 4/7/1998
Division: General		
Classes & Goods: Classes: 9 Goods: Computer software to record, organize, and track absentees, tardies, and other employee attendance information and instructional manuals for use therewith, sold as a unit		

BENEFITS NAVIGATOR®		
United States of America		
Status	Application Number Filing Date	Registration Number Registration Date
Registered	75/169,299 9/20/1996	2,106,935 10/21/1997
Remarks: 10/23/07: Renewal filed by client on 10/2/07.	Division: General	
Classes & Goods: Classes: 9 Goods: Computer software for employee benefit plan management and maintenance, and instructional manuals for use therewith, sold as a unit		

CALCENGINE®		
United States of America		
Status	Application Number Filing Date	Registration Number Registration Date
Registered	76/372,260 2/15/2002	2,715,346 5/13/2003
Division: General		
Classes & Goods: Classes: 9 Goods: Computer software for employee time and attendance record keeping		

DEDUCTIT®		
United States of America		
Status	Application Number Filing Date	Registration Number Registration Date
Registered	75/290,121 5/12/1997	2,158,917 5/19/1998
Division: General		
Classes & Goods: Classes: 9 Goods: Computer software to record, organize, and trace employee payroll purchase deductions and child care deductions and instructional manuals for use therewith, sold as a unit		

E:LABORSTATS®		
United States of America		
Status	Application Number Filing Date	Registration Number Registration Date
Registered	78/244,324 5/1/2003	2,921,632 1/25/2005
Division: General		
Classes & Goods: Classes: 9 Goods: Computer software to create, view, and distribute ad-hoc payroll reports either on a stand-alone computer or on an enterprise-wide online distribution network or over global computer networks, and instructional manuals for use therewith, sold as a unit.		

EDTRACK®		
United States of America		
Status	Application Number Filing Date	Registration Number Registration Date
Registered	75/251,290 3/4/1997	2,152,182 4/21/1998
Division: General		
Classes & Goods: Classes: 9 Goods: Computer software to record and organize educational, licensing, and certification information for healthcare facilities and instructional manuals for use therewith, sold as a unit		

HR NAVIGATOR®		
United States of America		
Status	Application Number Filing Date	Registration Number Registration Date
Registered	74/401,695 6/14/1993	1,827,337 3/22/1994
Division: General		
Classes & Goods: Classes: 9 Goods: Computer software for human resource management and instructional manuals for use therewith sold as a unit		

HRSTATS®		
United States of America		
Status	Application Number Filing Date	Registration Number Registration Date
Registered	75/294,724 5/19/1997	2,265,812 7/27/1999
Remarks: Supplemental Register	Division: General	
Classes & Goods: Classes: 9 Goods: Computer software to create, view and distribute standard and ad hoc payroll and human resource data reports either on a stand-alone computer or on an enterprise-wide online distribution network and instructional manuals for use therewith, sold as a unit		

LABORSTATS®		
United States of America		
Status	Application Number Filing Date	Registration Number Registration Date
Registered	75/294,305 5/19/1997	2,238,125 4/13/1999
Division: General		
Classes & Goods: Classes: 9 Goods: Computer software to create, view, and distribute ad-hoc payroll reports either on a stand-alone computer or on an enterprise-wide online distribution network and instructional manuals for use therewith, sold as a unit		

LABORVISION®		
United States of America		
Status	Application Number Filing Date	Registration Number Registration Date
Registered	76/371,918 2/15/2002	2,666,308 12/24/2002
Division: General		
Classes & Goods: Classes: 9 Goods: Computer software for measuring employee productivity.		

PAYROLL NAVIGATOR®		
United States of America		
Status	Application Number Filing Date	Registration Number Registration Date
Registered	75/169,077 9/20/1996	2,106,929 10/21/1997
Remarks: 10/23/07: Renewal filed by client on 10/2/07.		Division: General
Classes & Goods: Classes: 9 Goods: Computer software for comprehensive payroll system, pay calculations, creation of pay checks, and production of pay-related registers, and instructional manuals for use therewith, sold as a unit		

PAYROLLMATION®		
United States of America		
Status	Application Number Filing Date	Registration Number Registration Date
Registered	74/207,843 9/30/1991	1,719,977 9/29/1992
Division: General		
Classes & Goods: Classes: 9 Goods: Computer software used for time and attendance record keeping		

POSITION CONTROL NAVIGATOR®		
United States of America		
Status	Application Number Filing Date	Registration Number Registration Date
Registered	75/169,267 9/20/1996	2,106,933 10/21/1997
Remarks: 10/23/07: Renewal filed by client on 10/2/07.		Division: General
Classes & Goods: Classes: 9 Goods: Computer software for maintaining profiles of job positions, job descriptions, job cost information, and current employee information, and instructional manuals for use therewith, sold as a unit		

REPORTXPRESS®		
United States of America		
Status	Application Number Filing Date	Registration Number Registration Date
Registered	74/404,551 6/14/1993	1,972,091 5/7/1996
Division: General		
Classes & Goods: Classes: 9 Goods: Computer software for an electronic document distribution system and user interaction with data on documents for use in the hospital and health care industries and instructional manuals for use therewith sold as a unit		

SECURALL®		
United States of America		
Status	Application Number Filing Date	Registration Number Registration Date
Registered	74/400,980 6/14/1993	1,826,238 3/15/1994
Division: General		
Classes & Goods: Classes: 9 Goods: Computer system comprised of hardware and software for controlling access to building areas and through doorways and parking gates and reporting information relating thereto and instructional manuals for use therewith, sold as a unit		

TIMEBACK®		
United States of America		
Status	Application Number Filing Date	Registration Number Registration Date
Registered	74/400,981 6/14/1993	1,826,239 3/15/1994
Division: General		
Classes & Goods: Classes: 9 Goods: Computer software for an automated microcomputer hard disk data and information backup and instructional manuals for use therewith sold as a unit		

TIMECALL®		
United States of America		
Status	Application Number Filing Date	Registration Number Registration Date
Registered	74/400,986 6/14/1993	1,852,264 9/6/1994
Division: General		
Classes & Goods: Classes: 9 Goods: Computer software to allow data input by a touch-tone telephone into computerized employee time and attendance database and instructional manuals for use therewith, sold as a unit		

TIMEFAX®		
United States of America		
Status	Application Number Filing Date	Registration Number Registration Date
Registered	74/329,040 11/5/1992	1,832,032 4/19/1994
Division: General		
Classes & Goods: Classes: 9 Goods: Computer software and hardware and related business forms sold as a unit for facsimile transmission of handwritten employee time and attendance data and the automatic input of same into time and attendance software		

TIMEID®		
United States of America		
Status	Application Number Filing Date	Registration Number Registration Date
Registered	74/673,275 5/12/1995	1,966,889 4/9/1996
Division: General		
Classes & Goods: Classes: 9 Goods: Computer hardware and software for creating digital photo identification badges and related database and instructional manuals for use therewith, sold as a unit		

TIMEPC®		
United States of America		
Status	Application Number Filing Date	Registration Number Registration Date
Registered	75/290,249 5/12/1997	2,160,516 5/26/1998
Division: General		
Classes & Goods: Classes: 9 Goods: Computer software to record, organize, track, and view employee time and attendance information on a personal computer and instructional manuals for use therewith, sold as a unit		

TIMESTOR®		
United States of America		
Status	Application Number Filing Date	Registration Number Registration Date
Registered	74/406,090 6/14/1993	1,830,218 4/12/1994
Division: General		
Classes & Goods: Classes: 9 Goods: Computer hardware and software for controlling the storage, retrieval and reporting of employee time and attendance data and instructional manuals for use therewith sold as a unit		

WORKAGENT®		
United States of America		
Status	Application Number Filing Date	Registration Number Registration Date
Registered	78/725,875 10/4/2005	3,202,963 1/23/2007
Division: General		
Classes & Goods: Classes: 9 Goods: Computer software for use in creating, collecting, editing organizing, modifying, transmitting, routing, storing, and sharing, data and electronic documents in the field of document management.		

WWW.REPORTXPRESS®		
United States of America		
Status	Application Number Filing Date	Registration Number Registration Date
Registered	75/551,583 9/10/1998	2,307,274 1/11/2000
Remarks: 1/11/06: Sec. 8 & 15 due 1/11/06 filed by client on 1/9/06.	Division: General	
Classes & Goods: Classes: 9 Goods: Computer software to enter, edit, view, and approve employee time and attendance information, and instructional manuals for use therewith, sold as a unit.		

WWW.TIMEPC®		
United States of America		
Status	Application Number Filing Date	Registration Number Registration Date
Registered	75/519,779 7/16/1998	2,308,735 1/18/2000
Remarks: 1/11/06: Sec. 8 & 15 due 1/18/06 filed by client on 1/9/06.	Division: General	
Classes & Goods: Classes: 9 Goods: Computer software to enter and edit employee time and attendance information over global computer networks or an enterprise-wide online distribution network and instructional manuals for use therewith, sold as a unit		

Unregistered Trademarks/Service Marks

ACTIVELINK™

United States of America

ACTIVEROSTER™

United States of America

ACUALITY™

United States of America

DAYCARE DEDUCTIT™

United States of America

EDSTATS™

United States of America

E:HRSTATS™

United States of America

E:LABORSTATS™

United States of America

E:SECURSTATS™

United States of America

E:STAFFERSTATS™

United States of America

HRXPRESS™

United States of America

MYHRACCESS™

United States of America

SECURSTATS™

United States of America

STAFFERSTATS™

United States of America

TIMEVIEW™

United States of America

WWW.ACTIVESTAFFER™

United States of America

WWW.APPLICANTSNAVIGATOR™

United States of America