

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																				
NATURE OF CONVEYANCE:	SECURITY INTEREST																				
CONVEYING PARTY DATA																					
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<p>Fax Number: (404)888-4190 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 4048884267 Email: dcorey@hunton.com Correspondent Name: Deborah Corey Address Line 1: 600 Peachtree Street, N.E., Suite 4100 Address Line 2: c/o Hunton & Williams LLP Address Line 4: Atlanta, GEORGIA 30308-2216</p>																					

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ATTORNEY DOCKET NUMBER:	65740.000031
NAME OF SUBMITTER:	Deborah Corey
Signature:	/Deborah Corey/
Date:	04/28/2010
Total Attachments: 5 source=Ventyx Trdmk Amend 5#page1.tif source=Ventyx Trdmk Amend 5#page2.tif source=Ventyx Trdmk Amend 5#page3.tif source=Ventyx Trdmk Amend 5#page4.tif source=Ventyx Trdmk Amend 5#page5.tif	

AMENDMENT NUMBER FIVE TO TRADEMARK SECURITY AGREEMENT

This **AMENDMENT NUMBER FIVE TO TRADEMARK SECURITY AGREEMENT**, dated as of January 26, 2010 (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, that certain Amendment Number Two to Trademark Security Agreement, dated as of September 6, 2007, that certain Amendment Number Three to Trademark Security Agreement, dated as of February 14, 2008, and that certain Amendment Number Four to Trademark Security Agreement, dated as of August 19, 2009, the "Trademark Security Agreement"), among the Grantors signatory thereto (each referred to hereinafter each individually as a "Grantor" and collectively, jointly and severally, as "Grantors") and **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**, a Delaware limited partnership, as successor to **WELLS FARGO FOOTHILL, INC.**, as 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 a Trademark 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.

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:

VENTYX INC.,
a Delaware corporation

By: Deane S. Price
Name: Deane S. Price
Title: Chief Financial Officer

VENTYX ASIA INC.,
a Delaware corporation

By: Deane S. Price
Name: Deane S. Price
Title: Treasurer

VENTYX ENERGY SOFTWARE, INC.,
a California corporation

By: Deane S. Price
Name: Deane S. Price
Title: President and Treasurer

VENTYX ENERGY, LLC,
a Delaware limited liability company

By: Deane S. Price
Name: Deane S. Price
Title: Chief Executive Officer, President and
Chief Financial Officer

AGENT:

GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.,
a Delaware limited partnership, as Agent

By:



Name: **Steven Pluss**
Title: **Senior Vice President**

SCHEDULE I

to

AMENDMENT TO TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations

Trademark No.	Registration Date	Mark
2684786	February 4, 2003	ESOMS
3335289	November 13, 2007	SOMS