

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Argus Software, Inc.		06/01/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of Montreal, as Agent
Street Address:	First Canadian Place, 19th Floor
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5X 1A1
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3284146	ARGUS
Registration Number:	3284145	DYNA
Registration Number:	3281263	DYNA
Registration Number:	2825472	REALM
Registration Number:	2532574	CTI
Serial Number:	85226614	ARGUS NAVIGATOR

CORRESPONDENCE DATA

Fax Number: (312)803-5299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (312) 845-3430
 Email: kalwa@chapman.com
 Correspondent Name: Richard Kalwa
 Address Line 1: 111 West Monroe Street
 Address Line 2: Chapman and Cutler LLP
 Address Line 4: Chicago, ILLINOIS 60603

CH \$165.00 3284146

ATTORNEY DOCKET NUMBER:	1949791
DOMESTIC REPRESENTATIVE	
Name:	
Address Line 1:	
Address Line 2:	
Address Line 3:	
Address Line 4:	
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	06/02/2011
<p>Total Attachments: 4</p> <p>source=altus trademark#page1.tif</p> <p>source=altus trademark#page2.tif</p> <p>source=altus trademark#page3.tif</p> <p>source=altus trademark#page4.tif</p>	

TRADEMARK COLLATERAL AGREEMENT

This 1st day of June, 2011, ARGUS SOFTWARE, INC., a Delaware corporation ("*Debtor*") with its principal place of business and mailing address at c/o Altus Group Limited, 33 Yonge Street, Suite 500, Toronto, Ontario, Canada M5E 1G4, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BANK OF MONTREAL, a Canadian chartered bank ("*BMO*"), with its mailing address at 19th Floor, First Canadian Place, Toronto, Ontario M5X 1A1, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor, Altus Group U.S. Inc., a Delaware corporation ("*Altus U.S.*"), and certain affiliates of Debtor as set out in that certain Security Agreement dated as of January 1, 2011 between Altus U.S., the other parties thereto as debtors, and such other parties, including Debtor, who execute and deliver to the Agent an Assumption and Supplemental Security Agreement, and the Agent, as the same may be amended, modified, supplemented or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Trademark Collateral Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

ARGUS SOFTWARE, INC.

By Rose Oushalkas

Name: Rose Oushalkas

Title: Chief Legal Officer, Secretary and
General Counsel

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, as Agent

By _____
Name _____
Title _____

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

TRADEMARK

REEL: 004553 FRAME: 0058

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IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

ARGUS SOFTWARE, INC.

By _____
Name: Rose Oushalkas
Title: Chief Legal Officer, Secretary and
General Counsel

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, as Agent

By _____
Name _____
Title _____
Lyla Kanji
Director,
Loan Syndications

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

FEDERAL TRADEMARK REGISTRATIONS:

REGISTRATION NUMBER	TITLE OF MARKS	DATE GRANTED
3,284,146	ARGUS	08/28/2007
3,284,145	DYNA	08/28/2007
3,281,263	DYNA	08/21/2007
2,825,472	REALM	03/23/2004
2,532,574	CTI	1/22/2002
85226614	ARGUS Navigator	01/26/11

PENDING FEDERAL TRADEMARK APPLICATIONS:

SERIAL NUMBER	TITLE OF MARK	FILING DATE
NONE	NONE	NONE