TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SUMTOTAL SYSTEMS LLC		11/16/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
Street Address:	101 TRYON STREET
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3110071	SUMTOTAL
Registration Number:	2250625	PATHLORE
Registration Number:	2189677	PATHLORE
Registration Number:	1779539	ON TRACK FOR TRAINING
Registration Number:	1581290	TOOLBOOK
Registration Number:	1545236	PREFERENCE
Registration Number:	3296604	RESULTSONDEMAND
Registration Number:	3147773	VISUAL 360
Registration Number:	3101043	TOGO
Registration Number:	3023658	FROM THE TOP DESK TO EVERY DESKTOP
Registration Number:	2986031	ASPEN
Registration Number:	1899608	DATABOND
Registration Number:	1631388	REGISTRAR

CH $340.00 3110071

CORRESPONDENCE DATA

Fax Number: 6508385109

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 650-838-3743

Email: jlik@shearman.com

Correspondent Name: Michael Jokic

Address Line 1: 599 Lexington Avenue

Address Line 2: Shearman & Sterling LLP

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	37051/47
NAME OF SUBMITTER:	MICHAEL JOKIC
Signature:	/MICHAEL JOKIC/
Date:	11/18/2012

Total Attachments: 5
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<u>SECOND LIEN TRADEMARK SECURITY AGREEMENT</u>

This Second Lien Trademark Security Agreement dated as of November 16, 2012 (this "<u>Trademark Security Agreement</u>"), is made by each Pledgor that is a signatory hereto in favor of Bank of America, N.A., in its capacity as collateral agent for the secured parties (in such capacity, the "<u>Collateral Agent</u>") pursuant to that certain Second Lien Credit Agreement, dated as of November 16, 2012 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "<u>Credit Agreement</u>"), by and among the Borrower, Amber Holding Inc., a Delaware corporation, certain subsidiaries of Borrower party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

<u>W I T N E S S E T H</u>:

WHEREAS, the Pledgor and certain other Guarantors are party to a Second Lien Security Agreement of even date with the Credit Agreement (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "<u>Security Agreement</u>") in favor of the Collateral Agent pursuant to which Pledgor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, Pledgor hereby agrees with the Collateral 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. <u>Grant of Security Interest in Trademark Collateral</u>. Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor, in each case excluding Excluded Property (collectively, the "<u>Trademark Collateral</u>"):

(a) all Trademarks of such Pledgor, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on <u>Schedule 1</u> attached hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law);

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing.

SECTION 3. <u>Security Agreement</u>. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in

[SUMTOTAL SYSTEMS LLC]

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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. <u>Termination</u>. Upon the full payment and performance of the Secured Obligations (other than contingent indemnification obligations that, pursuant to the provisions of the Credit Agreement and the other Loan Documents, survive the termination thereof), the security interest granted therein and the security interest granted herein shall automatically terminate and be deemed automatically released, and upon written request of the Borrower, the Collateral Agent shall execute, acknowledge, and deliver to such Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. <u>Recordation</u>. Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.
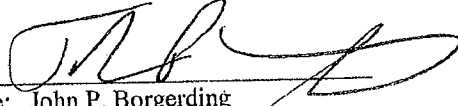
SECTION 6. <u>Counterparts</u>. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 7. <u>Governing Law</u>. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Signature Page Follows]

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

SUMTOTAL SYSTEMS LLC

By: _____

Name: John P. Borgerding
Title: Chief Executive Officer

[Signature Page to Second Lien Trademark Security Agreement]

BANK OF AMERICA, N.A.,
as Collateral Agent

By: _____
Name: Alysa A. Trakas
Title: Director

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

<u>U.S. Trademarks Registrations:</u>

OWNER	REGISTRATION NUMBER	TITLE
SumTotal Systems LLC	3110071	SUMTOTAL
SumTotal Systems LLC	2250625	PATHLORE
SumTotal Systems LLC	2189677	PATHLORE
SumTotal Systems LLC	1779539	ON TRACT FOR TRAINING
SumTotal Systems LLC	1581290	TOOLBOOK
SumTotal Systems LLC	1545236	PREFERENCE
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