

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Second Lien Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Aptean, Inc.		02/26/2014	CORPORATION: DELAWARE
Activplant Corporation		02/26/2014	CORPORATION: CANADA

**RECEIVING PARTY DATA**

<b>Name:</b>	Morgan Stanley Senior Funding, Inc.
<b>Street Address:</b>	1585 Broadway
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10036
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 45**

Property Type	Number	Word Mark
Registration Number:	2832415	ACTIVE DECISIONS
Registration Number:	1765699	AXIOM
Registration Number:	4015214	CIMNET
Registration Number:	1919047	COGNITIVE PROCESSOR
Registration Number:	2849102	COMPIERE
Registration Number:	3364767	COMPIERE
Registration Number:	3727502	COMPIERE FROM THE SOURCE
Registration Number:	3531657	CONSONA
Registration Number:	2436658	CSC
Registration Number:	2929050	DNA
Registration Number:	2911313	DNA PROBE
Registration Number:	2789146	ENCOMPIX
Registration Number:	2682880	ENGENIX

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Registration Number:	3403198	INFIMACS II
Registration Number:	2817905	KANISA
Registration Number:	3102180	KNOVA
Registration Number:	2577527	M2M
Registration Number:	1602007	MADE 2 MANAGE
Registration Number:	2151683	NOTIFIER
Registration Number:	1983432	ONYX
Registration Number:	1748175	PARADIGM
Registration Number:	2303097	SERVICEWARE
Registration Number:	2943207	SMARTACCESS
Registration Number:	2811109	SMARTISSUE
Registration Number:	2906891	SMARTRESULT
Registration Number:	2333486	SUPPLYWORKS
Registration Number:	2951959	SUPPORTACTION
Registration Number:	2783201	SUPPORTSOFT
Registration Number:	2799210	SUPPORTSOFT
Registration Number:	2729784	SUPPORTSOFT
Registration Number:	2952126	SUPPORTTRIGGER
Registration Number:	3262547	APRESTA
Registration Number:	3442508	SARATOGA CRM
Registration Number:	1629873	RENAISSANCE
Registration Number:	1638930	ROSS SYSTEMS
Registration Number:	2632057	MARKETFIRST
Registration Number:	4407890	RESOLUTIONIZING THE CUSTOMER SUPPORT EXP
Registration Number:	3089828	GOMEMBERS
Registration Number:	3068291	MEMBERTRAK
Registration Number:	3164713	MEETINGTRAK
Registration Number:	4442277	APTEAN
Registration Number:	3664449	THROUGHPUT ANALYZER
Registration Number:	3515333	THROUGHPUT ANALYZER
Registration Number:	3347251	ACTIVESSENTIALS
Registration Number:	2041684	SEARCHEXPRESS

CORRESPONDENCE DATA

Fax Number: 2124464900

**TRADEMARK**  
**REEL: 005226 FRAME: 0581**

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

Email: susan.zablocki@kirkland.com  
Correspondent Name: Susan Zablocki  
Address Line 1: Kirkland & Ellis LLP  
Address Line 2: 601 Lexington Avenue  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	13999-4
NAME OF SUBMITTER:	Susan zablocki
Signature:	/susan zablocki/
Date:	02/27/2014

**Total Attachments: 8**

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement dated as of February 26, 2014 (this "Trademark Security Agreement"), is made by each Pledgor that is a signatory hereto, in favor of Morgan Stanley Senior Funding, Inc., in its capacity as collateral agent for the secured parties (in such capacity, the "Collateral Agent") pursuant to that certain second lien credit agreement, dated as of February 26, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Apteau, Inc., a Delaware corporation (the "Borrower"), Apteau Parent Co S.à.r.l., a Luxembourg *société à responsabilité limitée*, with registered office at 19, rue de Bitbourg, L-1273 Luxembourg, registered with the Luxembourg Trade and Companies Register under number B 169191, with a share capital of USD 20,000 ("Holdings"), certain subsidiaries of Holdings from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

WITNESSETH:

WHEREAS, the Pledgors 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 "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are 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, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each 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 "Trademark Collateral"):

- (a) all Trademarks of such Pledgor, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. 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 Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral 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. 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. Termination. Upon the full payment and performance of the Secured Obligations (other than contingent indemnification obligations and unasserted expense reimbursement obligations, and that, pursuant to the provisions of the Credit Agreement, the other Loan Documents and any Secured Hedging Agreement, survive the termination thereof, and any outstanding Letters of Credit that are cash collateralized in accordance with the Credit Agreement or are backstopped), the security interest granted therein and the security interest granted herein shall automatically and immediately terminate and be deemed automatically and immediately released, and the Collateral Agent shall on the date thereof and, upon any request by any Pledgor, promptly execute, acknowledge, and deliver to the Pledgors 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. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Counterparts. 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. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 7. Governing Law. 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.

SECTION 8. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Trademark Security Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the Intercreditor Agreement), including liens and security interests granted to the First Lien Collateral Agent pursuant to or in connection with the First Lien Credit Agreement and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the Intercreditor Agreement. In the event of any con-

flict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

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APTEAN, INC.  
as Pledgor

By: 

Name: Paul J. Ilse

Title: Chief Executive Officer

[Signature Page to Second Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005226 FRAME: 0586**

**ACTIVPLANT CORPORATION**

as Pledgor

By: 

Name: Paul J. Ilse

Title: Chief Executive Officer

[Signature Page to Second Lien Trademark Security Agreement]

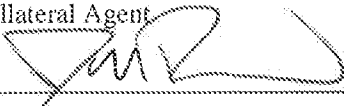


Accepted and Agreed:

**MORGAN STANLEY SENIOR  
FUNDING, INC.,**

as Collateral Agent

By: \_\_\_\_\_

  
Name: Jonathon Rau

Title: Authorized Signatory

[Signature Page to Second Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005226 FRAME: 0588**

Schedule 1

MARK	COUNTRY	APP NO./REG. NO.	STATUS	OWNER
Active Decisions	United States	2832415	Registered	Aptean, Inc.
Axiom	United States	1765699	Registered	Aptean, Inc.
Cimnet	United States	4015214	Registered	Aptean, Inc.
Cognitive Processor	United States	1919047	Registered	Aptean, Inc.
Compiere	United States	2849102	Registered	Aptean, Inc.
	United States	3364767	Registered	Aptean, Inc.
Compiere From the Source	United States	3727502	Registered	Aptean, Inc.
Consona	United States	3531657	Registered	Aptean, Inc.
CSC (Stylized)	United States	2436658	Registered	Aptean, Inc.
DNA	United States	2929050	Registered	Aptean, Inc.
DNA Probe	United States	2911313	Registered	Aptean, Inc.
Encompix	United States	2789146	Registered	Aptean, Inc.
Engenix (and Design)	United States	2682880	Registered	Aptean, Inc.
Infimacs II	United States	3403198	Registered	Aptean, Inc.
Kanisa	United States	2817905	Registered	Aptean, Inc.
Knova	United States	3102180	Registered	Aptean, Inc.
M2M	United States	2577527	Registered	Aptean, Inc.
Made2Manage	United States	1602007	Registered	Aptean, Inc.
Notifier	United States	2151683	Registered	Aptean, Inc.
Onyx	United States	1983432	Registered	Aptean, Inc.
Paradigm	United States	1748175	Registered	Aptean, Inc.
ServiceWare	United States	2303097	Registered	Aptean, Inc.
Smartaccess	United States	2943207	Registered	Aptean, Inc.
SmartIssue	United States	2811109	Registered	Aptean, Inc.
SmartResult	United States	2906891	Registered	Aptean, Inc.
SupplyWorks	United States	2333486	Registered	Aptean, Inc.
SupportAction	United States	2951959	Registered	Aptean, Inc.
SupportSoft	United States	2783201	Registered	Aptean, Inc.
SupportSoft	United States	2799210	Registered	Aptean, Inc.
SupportSoft	United States	2729784	Registered	Aptean, Inc.
SupportTrigger	United States	2952126	Registered	Aptean, Inc.
APRESTA	United States	3262547	Registered	Aptean, Inc.
SARATOGA CRM	United States	3442508	Registered	Aptean, Inc.
RENAISSANCE	United States	1629873	Registered	Aptean, Inc.
ROSS SYSTEMS	United States	1638930	Registered	Aptean, Inc.
MARKETFIRST	United States	2632057	Registered	Aptean Holdings, Inc.
RESOLUTIONIZING	United States	4407890	Registered	Aptean, Inc.

MARK	COUNTRY	APP NO./REG. NO.	STATUS	OWNER
THE CUSTOMER EXPERIENCE				
GOMEMBERS	United States	3089828	Registered	Aptean, Inc.
MEMBERTRAK	United States	3068291	Registered	Aptean, Inc.
MEETINGTRAK	United States	3164713	Registered	Aptean, Inc.
APTEAN	United States	4442277	Registered	Aptean Holdings, Inc.
THROUGHPUT ANALYZER	United States	3664449	Registered	Activplant Corporation (CANADA)
THROUGHPUT ANALYZER	United States	3515333	Registered	Activplant Corporation (CANADA)
ACTIVESSENTIALS	United States	3347251	Registered	Activplant Corporation (CANADA)
SEARCHEXPRESS	United States	2041684	Registered	Activplant Corporation (CANADA)