

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM311040

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
XTS Software Corporation		07/01/2014	CORPORATION: OREGON
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC, as Collateral Agent		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3786778	AXIUM	
Registration Number:	3913808	AJERA	
Registration Number:	4026110	AJERA COMPLETE	
Registration Number:	4031584	AJERA CORE	
Registration Number:	3677732	ARCHITTEK	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-906-1200		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 2:	Suite 1000		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	038507-0258		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	07/17/2014		

CH \$140.00 3786778

Total Attachments: 5

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement dated as of July 1, 2014 (this "Trademark Security Agreement"), by and among XTS Software Corporation, an Oregon corporation (the "Pledgor"), in favor of Jefferies Finance LLC, in its capacity as collateral agent for the Secured Parties (in such capacity, together with any successor thereof, the "Collateral Agent") pursuant to that certain Amended and Restated Second Lien Credit Agreement, dated as of June 20, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Deltek, Inc., a Delaware corporation, Project Diamond Intermediate Holdings Corporation, a Delaware corporation, Project Diamond Holdings Corporation, a Delaware corporation (solely with respect to its obligations under Sections 3.12 and 6.22 thereunder), and each of the other guarantors listed on the signature pages thereto, the lenders from time to time party thereto, and the several agents party thereto, including the Collateral Agent.

WITNESSETH:

WHEREAS, the Pledgor has executed that certain Joinder to Second Lien Security Agreement, dated as of the date hereof, pursuant to which the Pledgor became a party to that certain Second Lien Security Agreement, dated as of October 10, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent; and

WHEREAS, the Pledgor is required to execute and deliver this Trademark Security Agreement pursuant to Section 3.3 of the Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the ratable benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees 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.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the ratable 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 the Pledgor, in each case excluding Excluded Property, whether now existing or hereafter arising or acquired from time to time (collectively, the "Trademark Collateral"): all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URLs), domain names, corporate names, trade names, or other indicia of source, whether registered or unregistered, all registrations and applications for the foregoing (whether statutory or common law and whether registered or applied for in the United States or any other country, multi-national registry or any political subdivision thereof), together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use of any of the foregoing, (ii) all goodwill associated therewith, (iii) extensions and renewals thereof and amendments thereto, (iv) proceeds, income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present and future infringements, dilutions or other violations thereof, including the United States trademark registrations and applications for registration, listed on Schedule 1 attached hereto.

Notwithstanding the foregoing, the Trademark Collateral shall not include any intent-to-use trademark application to the extent, and for so long as, creation by the Pledgor of a security interest therein would result in loss by the Pledgor of any rights therein, or in any registration issuing therefrom, unless and until a Statement of Use or an Amendment to Allege Use has been filed with the United States Patent and Trademark Office with respect to such intent-to-use trademark application.

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 Pledgor hereby acknowledges and affirms 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. Once the Commitments have been terminated and the principal of and interest and premium (if any) on each Loan, all Fees and all other expenses or amounts payable under any Loan Document and any Specified Hedging Agreement have been paid in full (other than contingent indemnification obligations that, pursuant to the terms of the Credit Agreement, the other Loan Documents and any Specified Hedging Agreement, survive the termination thereof) and all Letters of Credit have been canceled or have expired and all amounts drawn thereunder have been reimbursed in full or Cash Collateralized, the security interest granted pursuant to the Security Agreement and the security interest granted herein shall terminate and be deemed released, and upon written request of the Borrower, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. 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.

SECTION 6. 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.

[Signature Page Follows]

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

XTS SOFTWARE CORPORATION

By: _____

Name: Michael L. Krone
Title: Chief Financial Officer

Accepted and Agreed:

JEFFERIES FINANCE LLC,
as Collateral Agent

By: _____

Name:
Title:

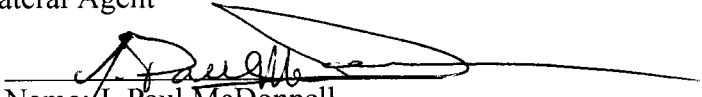
[Signature Page to Trademark Security Agreement (2nd Lien)]

TRADEMARK
REEL: 005324 FRAME: 0456

Accepted and Agreed:

JEFFERIES FINANCE LLC,
as Collateral Agent

By:


Name: J. Paul McDonnell
Title: Managing Director

SCHEDULE 1
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	REGISTRATION NUMBER	REGISTRATION DATE	NAME
XTS Software Corporation	3,786,778	11-May-2010	Axium
XTS Software Corporation	3,913,808	1-Feb-2011	Ajera
XTS Software Corporation	4,026,110	13-Sept-2011	Ajera Complete
XTS Software Corporation	4,031,584	27-Sept-2011	Ajera Core
XTS Software Corporation	3,677,732	1-Sept-2009	Archittrek

United States Trademark Applications:

None.