

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
SOFTECH, INC.		03/08/2011	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	ONE CONANT CAPITAL, LLC		
Street Address:	One Post Office Square		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	LIMITED LIABILITY COMPANY: MASSACHUSETTS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2850133	CADRA	
Registration Number:	2875147	DESIGNGATEWAY	
Registration Number:	3657546	PRODUCTCENTER	
CORRESPONDENCE DATA			
Fax Number:	(617)350-6878		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617.350.6800		
Email:	trademarks@gesmer.com		
Correspondent Name:	Susan M. Mulholland/GESMER UPDEGROVE LLP		
Address Line 1:	40 Broad Street		
Address Line 2:	Suite 300		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	DANVERSBANK/SOFTECH		
NAME OF SUBMITTER:	Susan M. Mulholland		

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 REEL: 004493 FRAME: 0162

Signature:	/sm mulholland/
Date:	03/08/2011
Total Attachments: 5 source=softech patent_trademark#page1.tif source=softech patent_trademark#page2.tif source=softech patent_trademark#page3.tif source=softech patent_trademark#page4.tif source=softech patent_trademark#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

(SofTech, Inc.)

This Intellectual Property Security Agreement, is entered into this 8th day of March, 2011 (the "Corporate IP Security Agreement") by and between SOFTECH, INC., a Massachusetts corporation with a place of business at 59 Lowes Way, Suite 401, Lowell, Massachusetts (the "Borrower") and ONE CONANT CAPITAL, LLC, with a place of business at One Post Office Square, Boston, Massachusetts (the "Lender").

RECITALS

This Corporate IP Security Agreement is a supplement to that certain Loan, Pledge and Security Agreement, dated as of the date herein, by and between the Borrower and Lender (the "Loan Agreement").

All capitalized terms not defined herein shall have the definitions ascribed to them in the Loan Agreement, and are incorporated herein by reference. If there is a conflict between the definitions, terms or provisions of this Corporate IP Security Agreement and the Loan Agreement, the definitions, terms or provisions of the Loan Agreement shall control.

This Corporate IP Security Agreement is executed for the purpose of filing a short form security agreement in the United States Patent and Trademark Office (the "USPTO") and the US Copyright Office, which sets forth the Borrower's pledge of its intellectual property as security for the Indebtedness Borrower owes the Lender as set forth in the Loan Agreement and all other Loan Documents.

GRANT OF SECURITY INTEREST

The Borrower hereby grants to the Lender a security interest in and lien on all of the intellectual property assets owned by the Borrower, including without limitation all patents, trademarks, and copyrights set forth in **Exhibit 1**, attached hereto and incorporated herein by reference, wherever located and whether now owned or hereafter acquired, all source code associated with such intellectual property, all goodwill of the business of the Borrower connected with the use of, or otherwise symbolized by, such intellectual property, all rights to sue for infringement of such intellectual property, and all parts, replacements, substitutions, profits, products, amendments, updates and cash and non-cash proceeds of any of the foregoing (including insurance proceeds, of any kind, including those payable by reason of loss or damage thereto) in any form and wherever located, and all written or electronically recorded books and records relating to any such assets and other rights relating thereto, wherever located and whether now owned or hereafter acquired (collectively the "Corporate IP Collateral").

REPRESENTATIONS, WARRANTIES, COVENANTS AND MISCELLANEOUS

All other terms, conditions, agreements, obligations, representations, warranties,

covenants, definitions, exhibits and miscellaneous terms, conditions, agreements and obligations set forth in the Loan Agreement are restated and incorporated herein by reference.

[Remainder of the page is blank. Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Security Agreement to be duly executed as of the day and year first above written.

THE BORROWER

SOFTECH, INC.



Jean Croteau
Its Chief Executive Officer

THE LENDER

ONE CONANT CAPITAL, LLC

Barbara Flight
Its Senior Vice President

[Signature page to Corporate IP Security Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Security Agreement to be duly executed as of the day and year first above written.


THE BORROWER

SOFTECH, INC.

Jean Croteau
Its Chief Executive Officer

THE LENDER

ONE CONANT CAPITAL, LLC


Barbara Flight
Its Senior Vice President

[Signature page to Corporate IP Security Agreement]

Exhibit 1

List of Patents, Trademarks, and Copyrights

U.S. Pending and Issued Patents

Method And System For Design And Drafting	Patent Number 5,548,707
Method And System For Design And Drafting	Patent Number 5,655,095
Method And System For Design And Drafting	Patent Number 5,929,856

US Trademarks Registrations

CADRA	Trademark No. 2,850,133
DESIGNGATEWAY	Trademark No. 2,875,147
PRODUCTCENTER	Trademark No. 3,657,646

Community Trade Mark Registrations

DESIGNGATEWAY	Trademark No. 1,615,178
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Canadian Trademark Registrations

SOFTECH	Trademark No. TMA 348907
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US Registered Copyrights

Tool Maker	TX0004863373
ToolDesigner	TX0004863371
Prospector	TX0004863372
Cadra	TX0004863374