

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
Unicom Systems Inc.		06/18/2012	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Silicon Valley Bank, as Administrative Agent
Street Address:	2400 Hanover Street
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94304
Entity Type:	Banking corporation: CALIFORNIA

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	1450541	AUTOMON
Registration Number:	2221280	CENTRAL
Registration Number:	1419796	CICS-JUGGLER
Registration Number:	3685509	EXPRESSDESK
Registration Number:	3483423	INSYNC
Registration Number:	3762307	ITPOWERPAC
Registration Number:	3019561	PIE
Registration Number:	2972847	PROJECTRAK
Registration Number:	2241491	SLAMDUMP
Registration Number:	2395041	SOFTLANDING
Registration Number:	1969485	SUPERMON
Registration Number:	2741980	TAPESAVER
Registration Number:	3672715	TURNOVER
Registration Number:	1873702	UCCF

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Registration Number:	1869407	UMF
Registration Number:	2308224	UNICOM
Registration Number:	2425985	UNICOM
Registration Number:	2425984	UNICOM SYSTEMS
Registration Number:	1930670	UNIGATEWAY
Registration Number:	1869408	UNIGW
Registration Number:	1457258	UNIMON
Registration Number:	1925122	UNIVERSAL COMMAND CONTROL FACILITY
Registration Number:	1866861	UNIVERSAL MONITORING FACILITY
Registration Number:	3017722	ILLUSTRO
Registration Number:	3474651	Z/IPMON
Registration Number:	3343204	IETSOLUTIONS
Registration Number:	3351206	IET
Registration Number:	3351207	

**CORRESPONDENCE DATA**

Fax Number: 2149813400  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 214-981-3483  
Email: dclark@sidley.com  
Correspondent Name: Dusan Clark, Esq.  
Address Line 1: Sidley Austin LLP  
Address Line 2: 717 N. Harwood St., Suite 3400  
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	51285-31980
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	06/21/2012

Total Attachments: 10  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, dated as of June 18, 2012, is made by UNICOM SYSTEMS INC. ("**Grantor**") in favor of SILICON VALLEY BANK, as administrative agent (together with its successors, in such capacity, the "**Administrative Agent**") for the banks and other financial institutions or entities (each a "**Lender**" and, collectively, the "**Lenders**") from time to time parties to that certain Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "**Credit Agreement**"), among Grantor, the Lenders party thereto and the Administrative Agent.

### RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "**Loans**") in the amounts and manner set forth in the Credit Agreement. The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to the Administrative Agent a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Credit Agreement and the other Loan Documents. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Credit Agreement.

B. Pursuant to the terms of the Guarantee and Collateral Agreement, Grantor has granted to Administrative Agent a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Credit Agreement and the other Loan Documents, Grantor grants and pledges to Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee and Collateral Agreement. The rights and remedies of Administrative Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement, the Guarantee and Collateral Agreement and the other Loan Documents, and those which are now or hereafter available to Administrative Agent or any Lender as a matter of law or equity. Each right, power and remedy of Administrative Agent provided for herein or in the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Administrative Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Administrative Agent, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

UNICOM SYSTEMS INC.

By: 

Title: PRESIDENT & CEO

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK

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

Title: \_\_\_\_\_

[Signature page to Intellectual Property Security Agreement]

GRANTOR:

UNICOM SYSTEMS INC.

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

Title: \_\_\_\_\_

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK

By: Victoria Regan

Title: Director

[Signature page to Intellectual Property Security Agreement]

EXHIBIT A

**COPYRIGHTS - Registered**

Automon/RDO. – Reg. No. TXu001111039 as of 2003.03.06

Carts. – Reg. No. TXu001111045 as of 2003.03.06

Carts-Disasterrecovery. – Reg. No. TXu001111042 as of 2003.03.06

Carts-Diskstacker. – Reg. No. TXu001111052 as of 2003.03.06

Carts/Logicaleject. – Reg. No. TXu001111048 as of 2003.03.06

Carts-Mediaconversion. – Reg. No. TXu001111057 as of 2003.03.06

Carts-Mounteliminator. – Reg. No. TXu001111053 as of 2003.03.06

Carts-Tapestacker. – Reg. No. TXu001111055 as of 2003.03.06

CICS-Juggler. – Reg. No. TXu001111031 as of 2003.03.06

CICS-RDO/EC. – Reg. No. TXu001111034 as of 2003.03.06

CICS-Windows. – Reg. No. TXu001111032 as of 2003.03.06

Comet. – Reg. No. TXu001111033 as of 2003.03.06

Help-Windows. – Reg. No. TXu001111036 as of 2003.03.06

Maxicalc. – Reg. No. TXu001111038 as of 2003.03.06

PIE/CICS. – Reg. No. TXu001111037 as of 2003.03.06

PIE/CICS-AVAILABILITYPLUS. – Reg. No. TXu001082465 as of 2002.10.24

PIE/CICS-DYNAMICMENU. – Reg. No. TXu001082467 as of 2002.10.24

PIE/CICS-MULTICICS. – Reg. No. TXu001082466 as of 2002.10.24

PIE/CICS-NETGATE. – Reg. No. TXu001082470 as of 2002.10.24

PIE/CICS-NETMIZER. – Reg. No. TXu001082468 as of 2002.10.24

PIE/CICS-NONSTOP. – Reg. No. TXu001082469 as of 2002.10.24

PIC/CICS-REXX. – Reg. No. TXu001111029 as of 2003.03.06

PIE/REXX. - Reg. No. TXu001111030 as of 2003.03.06

PIE/TSO. - Reg. No. TXu001111046 as of 2003.03.06



PIE/TSO-Autolock. - Reg. No. TXu001111047 as of 2003.03.06

PIE/TSO-Dynamicsteplib. - Reg. No. TXu001111041 as of 2003.03.06

PIE/TSO-Multitask. - Reg. No. TXu001111040 as of 2003.03.06

PIE/TSO-Multitso. - Reg. No. TXu001111043 as of 2003.03.06

PIE/TSO-NetworkAccess. - Reg. No. TXu001111051 as of 2003.03.06

Smart Security Administrator. - Reg. No. TXu001111050 as of 2003.03.06

Smart Security Administrator-CICS option. - Reg. No. TXu001111049 as of 2003.03.06

Smart Security Administrator-TSO option. - Reg. No. TXu001111035 as of 2003.03.06

Smart Security Reporter. - Reg. No. TXu001111056 as of 2003.03.06

Tapesaver. - Reg. No. TXu001111058 as of 2003.03.06

Tapesaver-ATL. - Reg. No. TXu001111044 as of 2003.03.06

Tapesaver-Disksaver. - Reg. No. TXu001111054 as of 2003.03.06

(consider removing) UNIGW/CICS. - Reg. No. TXu000627090 as of 1994.03.21

(consider removing) UP/UNIDUMP/CICS. - Reg. No. TXu000627091 as of 1994.03.21

(consider removing) UP/UNIMATE/CICS. - Reg. No. TXu000627093 as of 1994.03.21

(consider removing) UP/UNIVIEW/CICS. - Reg. No. TXu000627092 as of 1994.03.21

ITPOWERPAC® for iSeries - Reg. No. TXu 1-702-629 as of 2010.08.10

AUTOMON® for iConsole - Reg. No. TXu 1-702-605 as of 2010.08.12

AUTOMON® for iMessage - Reg. No. TXu 1-702-597 as of 2010.08.16

AUTOMON® for iSchedule - Reg. No. TXu 1-702-592 as of 2010.08.16

AUTOMON® for iSpool - Reg. No. TXu 1-702-583 as of 2010.08.16

CENTRAL® for iAccess - Reg. No. TXu 1-702-576 as of 2010.08.16

CENTRAL® for iMenu - Reg. No. TXu 1-702-571 as of 2010.08.16

SUPERMON® for iDisk - Reg. No. TXu 1-702-566 as of 2010.08.16

SUPERMON® for iSeries – Reg. No. TXu 1-702-564 as of 2010.08.16  
TURNOVER® for iSeries – Reg. No. TXu 1-702-560 as of 2010.08.16  
TURNOVER® for EXPRESSDESK – Reg. No. TXu 1-702-554 as of 2010.08.16  
TURNOVER® for LanTurn – Reg. No. TXu 1-702-544 as of 2010.08.16  
TURNOVER® for Over:2E – Reg. No. TXu 1-702-535 as of 2010.08.16  
TURNOVER® for PDQ – Reg. No. TXu 1-702-527 as of 2010.08.16  
TURNOVER® for ProTurn – Reg. No. TXu 1-702-525 as of 2010.08.16  
TURNOVER® for SVN – Reg. No. TXu 1-702-523 as of 2010.08.16  
ITPOWERPAC® for Lotus Notes – Reg. No. TXu 1-702-522 as of 2010.08.16  
ITPOWERPAC® Asset Manager for Lotus Notes – Reg. No. TXu 1-702-520 as of 2010.08.16  
ITPOWERPAC® Help Desk for Lotus Notes – Reg. No. TXu 1-702-513 as of 2010.08.16  
ITPOWERPAC® Issue Tracker for Lotus Notes – Reg. No. TXu 1-702-503 as of 2010.08.16  
ITPOWERPAC® Project Manager for Lotus Notes – Reg. No. TXu 1-702-498 as of 2010.08.16  
ITPOWERPAC® Sales Manager for Lotus Notes – Reg. No. TXu 1-702-496 as of 2010.08.16  
ITPOWERPAC® for J2EE – Reg. No. TXu 1-702-495 as of 2010.08.16  
ITPOWERPAC® Asset Manager for J2EE – Reg. No. TXu 1-702-493 as of 2010.08.16  
ITPOWERPAC® Help Desk for J2EE – Reg.No. TXu 1-702-458 as of 2010.08.16  
ITPOWERPAC® Issue Tracker for J2EE – Reg. No. TXu 1-702-453 as of 2010.08.16

EXHIBIT B

Patents

None.

EXHIBIT C

**Intellectual Property**  
**UNICOM SYSTEMS INC.**

**TRADEMARKS - Registered**

Automon – Reg. No. 1,450,541 on 1987.08.04 (filed 1986.12.29)

Central – Reg. No. 2,221,280 on 1999.02.02 (filed 1997.06.19)

CICS-Juggler – Reg. No. 1,419,796 on 1986.12.09 (filed 1985.07.15)

EXPRESSDESK – Reg. No. 3,685,509 on 2009.09.22 (filed 2009.02.11)

InSync – Reg. No. 3,483,423 on 2008.08.12 (filed 2007.07.10)

ITPOWERPAC – Reg. No. 3,762,307 on 2010.03.10 (filed 2009.02.11)

Macro 4 Simply get more – Reg. No. 3,718,688 on 2009.12.01 (filed 2008.01.31)

PIE – Reg. No. 3,019,561 on 2005.11.29 (filed 2002.10.15)

PROJECTRAK - Reg. No. 2,972,847 on 2005.07.19 (filed 2002.10.17) – not used / not renewed

SLAMDUMP – Reg. No. 2,241,491 on 1999.04.27 (filed 1997.06.19)

SoftLanding – Reg. No. 2,395,041 on 2000.10.17 (filed 1999.03.17)

SUPERMON- Reg. No. 1,969,485 on 1996.04.23 (filed 1994.11.02)

TapeSaver – Reg. No. 2,741,980 on 2003.07.29 (filed (2002.08.09)

TurnOver – Reg. No. 3,672,715 on 2009.08.25 (filed 2009.02.11)

UCCF – Reg. No. 1,873,702 on 1995.01.17 (filed 1994.01.26)

UMF – Reg. No. 1,869,407 on 1994.12.27 (filed 1994.01.26)

UNICOM (plain) – Reg. No. 2,308,224 on 2000.01.18 (filed 1997.06.19)

UNICOM (stylized) – Reg. No. 2,425,985 on 2001.02.06 (filed 1997.06.19)

UNICOM Systems – Reg. No. 2,425,984 on 2001.02.06 (filed 1997.06.19)

UNIGATEWAY – Reg. No. 1,930,670 on 1995.10.31 (filed 1994.01.26)

UNIGW – Reg. No. 1,869,408 on 1994.12.27 (filed 1994.01.26)

UNIMON – Reg. No. 1,457,258 on 1987.09.15 (filed 1986.12.29)

UNIVERSAL COMMAND CONTROL FACILITY – Reg. No. 1,925,122 on 1995.10.10 (filed 1994.01.26)

UNIVERSAL MONITORING FACILITY – Reg. No. 1,866,861 on 1994.12.13 (filed 1994.01.26)

iLLUSTRO – Reg. No. 3,017,722 on 2005.11.22 (filed 2004.09.07)

Z/IPMON – Reg. No. 3,474,651 on 2008.07.29 (filed 2007.03.28)

iETSOLUTIONS – Reg. No. 3,343,204 on 2007.11.27 (filed 2007.03.08)

iET – Reg. No. 3,351,206 on 2007.12.11 (filed 2007.03.08)

“Miscellaneous Design” [consisting of field of stars arranged in half circle emanating from the center arc outward – logo design] – Reg. No. 3,351,207 on 2007.12.11 (filed 2007.03.08)

iETSOLUTIONS – Reg. No. 006241145 on 2010.12.08 (EU – OHIM)

iET – Reg. No. 006241095 on 2010.12.03 (EU – OHIM)

Macro 4 – class 42 – Reg. No. 813144442 on 2001.06.11 (Brazil)

Macro 4 – class 35 – Reg. No. 200027190 on 2001.06.11 (Brazil)

LOGOUT/MULTILOG – Reg. No. 813145007 on 1989.05.23 (Brazil)

TUBES – Reg. No. 813144353 on 1989.04.25 (Brazil)

VSAM-TUNE – Reg. No. 813144370 on 1989.09.19 (Brazil)