

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.		05/10/2013	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	PRIDES CROSSING CAPITAL, LP
Street Address:	800 BOYLSTON STREET
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02199-1900
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	PRIDES CROSSING CAPITAL-A LP
Street Address:	800 BOYLSTON STREET
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02199-1900
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2850133	CADRA
Registration Number:	3657546	PRODUCTCENTER
Registration Number:	4170380	SOFTECH

CORRESPONDENCE DATA

Fax Number: 6173506878
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 617.350.6800

900254849

**TRADEMARK
 REEL: 005024 FRAME: 0893**

OP \$90.00 2850133

Email: trademarks@gesmer.com
Correspondent Name: Susan M. Mulholland - GESMER UPDEGROVE
Address Line 1: 40 Broad Street
Address Line 4: Boston, MASSACHUSETTS 02109

NAME OF SUBMITTER:	Susan M. Mulholland
Signature:	/sm mulholland/
Date:	05/10/2013

Total Attachments: 5
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

(SofTech, Inc.)

This Intellectual Property Security Agreement, is entered into this 10th day of May, 2013 (the "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 PRIDES CROSSING CAPITAL, L.P. ("PCC") and PRIDES CROSSING CAPITAL-A, L.P., ("PCCA") both with an address of 800 Boylston Street, Suite 2200, Boston, Massachusetts (collectively the "Lenders").

RECITALS

This 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 Lenders (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 IP Security Agreement and the Loan Agreement, the definitions, terms or provisions of the Loan Agreement shall control.

This 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 Lenders, as set forth in the Loan Agreement and all other Loan Documents.

GRANT OF SECURITY INTEREST

The Borrower hereby grants to the Lenders 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 "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.



Joseph P. Mullaney
Its Chief Executive Officer

LENDERS

PRIDES CROSSING CAPITAL, L.P.

By PRIDES CROSSING CAPITAL GP, LLC

Its General Partner

Peter M. Sherwood
Its Manager

PRIDES CROSSING CAPITAL-A, L.P.

By PRIDES CROSSING CAPITAL GP, LLC

Its General Partner

Peter M. Sherwood
Its Manager

[SofTech: Signature page to IP Security Agreement – May 13]

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THE BORROWER

SOFTECH, INC.


Joseph P. Mullaney
Its Chief Executive Officer

LENDERS

PRIDES CROSSING CAPITAL, L.P.

By PRIDES CROSSING CAPITAL GP, LLC

Its General Partner

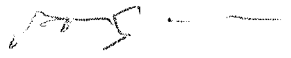


Peter M. Sherwood
Its Manager

PRIDES CROSSING CAPITAL-A, L.P.

By PRIDES CROSSING CAPITAL GP, LLC

Its General Partner



Peter M. Sherwood
Its Manager

[SofTech: Signature page to IP Security Agreement – May 13]

Exhibit 1

List of Patents, Trademarks, and Copyrights

US Trademarks Registrations

CADRA	Trademark No. 2,850,133
PRODUCTCENTER	Trademark No. 3,657,546
SOFTECH	Trademark No. 4,170,380

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

Cadra	TX0004863374
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