

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Technical Communities, Inc.		09/23/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Silicon Valley Bank
Street Address:	3000 Sand Hill Road
Internal Address:	Building 1 - Suite 240
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	Banking Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	2423377	TESTMART
Registration Number:	2434968	E

CORRESPONDENCE DATA	
Fax Number:	(415)393-2286
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	415-393-2000
Email:	cheryl.thompson@bingham.com
Correspondent Name:	Cheryl Thompson, Bingham McCutchen LLP
Address Line 1:	Three Embarcadero Center
Address Line 2:	Suite 1800
Address Line 4:	San Francisco, CALIFORNIA 94111-4067

ATTORNEY DOCKET NUMBER:	0000309727
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NAME OF SUBMITTER:	Mary Dougherty
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Total Attachments: 3
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

September This Intellectual Property Security Agreement (this "IP Agreement") is made as of the 23 day of ~~July~~, 2004, by and between Technical Communities, Inc., a Delaware corporation ("Grantor"), and Silicon Valley Bank, a California banking corporation ("Bank").

RECITALS

A. Bank will make credit extensions to Grantor as described in the Loan and Security Agreement (the "Loan Agreement") dated the Effective Date, but only if Grantor grants Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works. Capitalized terms used but not defined herein shall have the same meanings as in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 the Obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Indebtedness, obligations and liabilities to Bank, Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all Copyrights, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto;

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) Any and all Patents, including without limitation the patents and patent applications set forth on Exhibit B attached hereto;

(e) Any and all Trademarks, including without limitation those set forth on Exhibit C attached hereto;

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

Exhibit "C" attached to that certain Intellectual Property Security Agreement dated ~~July~~ ^{September} 23, 2004

EXHIBIT "C"

TRADEMARKS

Trademarks	Registration Number/ Application Number	Registration Date/ File Date	Status
TESTMART	2423377/75/922200	01-23-2001/02-18-2000	active
E LOGO	2434968/75/867135	03-13-2001/12-09-1999	active

IN WITNESS WHEREOF, the parties hereto have executed this IP Agreement on the day and year first above written.

Address of Grantor:

55 Taylor Ave., 2nd Floor
San Bruno, CA 94066

GRANTOR:

Technical Communities, Inc. 

By: 

Name: Peter Ostran

Title: CEO

BANK:

Silicon Valley Bank

By: 

Name: Tim Wolk

Title: SVP

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