FORM PTO-1594			HEET U.S. DEPARTMENT OF COMMERCE			
(Rev. 03/01)			Patent and Trademark Office			
OMB No. 0651-0027 (exp. 05/31/	/2002)					
	10:	2739866				
To the Honorable			Please record the attached original documents or copy thereof.			
1. Name of conveying party	(line):		2. Name and address of receiving party(ies):			
Daleen Solutions, Inc.	5-5	-64	Name: Silicon Valley Bank			
		37	Internal Address: HA155			
☐ Individual(s)	☐ Associatio	on .				
General Partnership	Limited Pa		Street Address: 3003 Tasman Drive			
Corporation-State CA		ar ar to ror in p	Strott rear soo. Good radman 51170			
Other						
Additional name(s) of conve	eving party(ies) attacl	had? DVas M No	City: Santa Clara State: CA ZIP: 95054			
3. Nature of conveyance:	eying party(les) attaci	iled: 1 169 M 140	John Santa Glara State, OA Zii . 93034			
3. Nature of conveyance.			Individual(a) aitimorphia			
	□\\an===		Individual(s) citizenship			
☐ Assignment	☐Merger		Association			
<b>5</b> 70 - 21 - <b>A</b>	П оказан - (Na-	_	General Partnership			
Security Agreement	Change of Name	е	Limited Partnership			
· ·			Corporation-State-Delaware			
☐ Other			Other			
			If assignee is not domiciled in the United States, a domestic representative			
Execution Date: 02/24/2004	4		designation is attached: ☐ Yes ☐ No Additional name(s) & address(es) attached? ☐ Yes ☒ No			
Execution Date: 02/24/2004	<u> </u>		Additional name(s) & address(es) attached: 1 1es 2 No			
		•				
4. Application number(s) or	registration number(	s):				
			In Total Control			
A. Trademark Application	No.(s)		B. Trademark No.(s)			
76/337,430			2,631,506			
76/350,530			2,631,507			
76/422,621			1,715,320			
76/436,170						
	Ac	dditional numbers att	ached? 🗌 Yes 🛛 No			
E Name and address of no	wh. to .uboro opmoono	ndonoo	6 Total number of applications and registrations involved: 7			
5. Name and address of pa		ondence	6. Total number of applications and registrations involved: 7			
concerning document shou	lid be mailed:					
Name Siliaan Valley Bank						
Name: Silicon Valley Bank	1.					
	k					
	k		7. Total fee (37 CFR 3.41): \$190.00			
Internal Address: Loan Doo			7. Total fee (37 CFR 3.41): \$190.00  ☑ Enclosed			
Internal Address: Loan Doc			⊠ Enclosed			
Internal Address: Loan Doc	cumentation HA155					
	cumentation HA155		⊠ Enclosed			
Street Address: 3003 Tasn	cumentation HA155	ZIP: 95054	☐ Authorized to be charged to deposit account			
Street Address: 3003 Tash City: Santa Clara	cumentation HA155 man Dr. State: Ca	ZIP: 95054	☐ Authorized to be charged to deposit account			
Street Address: 3003 Tasn	cumentation HA155 man Dr. State: Ca	ZIP: 95054	<ul> <li>☑ Enclosed</li> <li>☐ Authorized to be charged to deposit account</li> <li>8. Deposit account number:</li> </ul>			
Street Address: 3003 Tash City: Santa Clara 06/2004 INSETRCHE 00000036 7	cumentation HA155 man Dr. State: Ca	\	<ul> <li>☑ Enclosed</li> <li>☑ Authorized to be charged to deposit account</li> <li>8. Deposit account number:</li> <li>(Attach duplicate copy of this page if paying by deposit account)</li> </ul>			
Street Address: 3003 Tash City: Santa Clara 06/2004 INSETRCHE 00000036 7	cumentation HA155 man Dr. State: Ca 76337430	ZIP: 95054 DO NOT USE	<ul> <li>☑ Enclosed</li> <li>☑ Authorized to be charged to deposit account</li> <li>8. Deposit account number:</li> <li>(Attach duplicate copy of this page if paying by deposit account)</li> </ul>			
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Total number of pages including cover sheet, attachments, and document: 10

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patent & Trademarks, Box Assignments

Washington, D.C. 20231

#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 24, 2004 by and between SILICON VALLEY BANK ("Bank") and DALEEN SOLUTIONS, INC. ("Grantor").

#### RECITALS

- A. Bank has 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 that certain Export-Import Loan and Security Agreement by and between Bank and Grantor dated February 24 2004 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents registered in the United States to secure the obligations of Grantor under 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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

#### **AGREEMENT**

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral registered in the United States (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 of 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 Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan 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 Bank, of any or all other rights, powers or remedies.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

Address of Grantor:

DALEEN SOLUTIONS, INC.

902 Clint Moore Road, Suite 230
Boca Raton, Florida 33487
Attn: Legal Department

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054-1191

BANTOR:

By Lady
Name: Dawn R. Lady
Title: VP + Central Council

BANK:

SILICON VALLEY BANK

Title:

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.

216803\_1.DOC- Daleen Solutions 02/19/04

Attn: \_\_\_\_\_

Title:

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.

216803\_1.DOC- Daleen Solutions 02/19/04

Attn: \_\_\_\_\_

VICE PRESIDENT

# EXHIBIT A

Copyrights

Description

Registration/ Application Number

Registration/ Application Date

# EXHIBIT B

**Patents** 

Description

Registration/ Application Number

Registration/ Application <u>Date</u>

# EXHIBIT C

Trademarks

Description

Registration/ Application Number

Registration/ Application <u>Date</u>

EXHIBIT A

Copyrights

Description

Registration/ Application Number Registration/ Application Date

None

75

EXHIBIT B

**Patents** 

Description

Registration/ Application Number Registration/ Application Date

None

80

	Trademarks	
Description	Serial Number	Registration Number
Abiliti Solutions	76/337,430	
BillingCentral	76/350,531	2,631,506
EventProcessor	76/350,532	2,631,507
NetworkStrategies	·	1,715,320

76/350,530

76/422,621

76/436,170

**EXHIBIT C** 

80

A Better Way to Bill

Simply Better Event Management

**RECORDED: 05/05/2004** 

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