

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
Intacct Corporation		01/18/2005	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Hummer Winblad Venture Partners V, L.P.
Street Address:	Two South Park
Internal Address:	2nd Floor
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94107
Entity Type:	LIMITED PARTNERSHIP:

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2470412	INTACCT
Registration Number:	2477899	CLICK & GROW
Registration Number:	2638929	ACCOUNTING VISIONARY
Registration Number:	2676766	VISIONARY ACCOUNTING
Serial Number:	76585964	ACCOUNTING ON DEMAND
Serial Number:	76604163	ERP ON DEMAND
Registration Number:	2432368	ELEDGER.COM

CORRESPONDENCE DATA

Fax Number: (312)861-2200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-861-2000
 Email: ccasey@kirkland.com
 Correspondent Name: Michael G. Fatall
 Address Line 1: 200 East Randolph Drive

CH \$190.00 2470412

Address Line 2: Suite 5300
Address Line 4: Chicago, ILLINOIS 60601

NAME OF SUBMITTER: Michael G. Fatall

Signature: /Michael G. Fatall/

Date: 01/26/2005

Total Attachments: 4
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GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of January 18, 2005, is executed by INTACCT CORPORATION, a California corporation ("Debtor"), in favor of Hummer Winblad Venture Partners V, L.P. as collateral agent on behalf of the Investors listed on the signature pages of the Security Agreement (as defined below) ("Collateral Agent").

RECITALS

A. Reference is made to that certain Security Agreement, of even date herewith (the "Security Agreement"), by Debtor, in favor of the Collateral Agent, on behalf of the Collateral Agent and the Investors.

B. Debtor has adopted, used and is using the trademarks, more particularly described on Schedule 1-A annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks");

C. Pursuant to the Security Agreement, Debtor wishes to grant to Collateral Agent, and Collateral Agent wishes to acquire from Debtor, a security interest in and to the Trademark Registrations and other Trademark rights of Debtor as more fully described herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Debtor hereby agrees as follows:

1. Trademark Registrations. Schedule 1-A hereof constitutes a complete and correct list, as of the date hereof, of registrations or applications for registrations of Trademarks in or to which Debtor has any right, title, interest, claim or demand. After the date of the Security Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Debtor shall provide written notice to Collateral Agent, in accordance with the provisions of the Security Agreement, of any addition or change which is necessary to be made to Schedule 1-A in order to maintain such schedule's completeness or accuracy, and, further, Debtor shall provide such notice to Collateral Agent within a reasonable period of time following the date of the event that is the basis for such addition or change, but in no case later than thirty (30) days following the date of such event. Without limiting the generality or applicability of the foregoing, Debtor shall provide Collateral Agent with written notice at least ten (10) days before filing any applications to register any material Trademarks, shall provide a written copy of any such application to Collateral Agent on the date such application is filed and shall provide notice to Collateral Agent within five (5) days after receiving notice of registration of such Trademark.

2. Grant of Security Interest. Debtor hereby grants to Collateral Agent, on behalf of itself and the Investors, a continuing first priority security interest (subject to Permitted Liens, as

defined in the Security Agreement) in and to all of Debtor's right, title and interest, claim or demand in or to the following, whether now existing or hereafter acquired (collectively, the "Trademark Collateral"): (i) all Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks, and corresponding rights throughout the world; (ii) all registrations for, and applications to register, any Trademarks or corresponding rights throughout the world, including but not limited to the Trademark Registrations, together with any renewals or extensions thereof; and (iii) all proceeds thereof, including any and all causes of action which may exist by reason of past, present or future infringement thereof. Such security interest is granted to secure the prompt payment, performance and observance of the Obligations, as defined in the Security Agreement.

3. Security Agreement. Debtor does hereby further acknowledge and affirm that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement.

4. Address. Collateral Agent's address is:

Hummer Winblad Venture Partners V, L.P.
Two South Park, 2nd Floor
San Francisco, CA 94107
Attention: Todd Forrest, Chief Financial Officer
Telephone (415) 979-9600
Facsimile (415) 979-9601

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first above written.

INTACCT CORPORATION

By: 

Robert Jurkowski, *President*

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

SERVICE MARKS

<u>Description</u>	<u>Registration Date</u>	<u>Registration No.</u>
Intacct	July 17, 2001	2,470,412
Click & Grow	August 14, 2001	2,477,899
Accounting Visionary	October 22, 2002	2,638,929
Visionary Accounting	January 21, 2003	2,676,766
Accounting on Demand	Application on File	76/585,964
ERP on Demand	Application on File	76/604,163
eledger.com	February 27, 2001	2,432,368

Note: Assignment of
eledger.com Registration to
Intacct in process of being
recorded in Patent Office