

**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
Lombardi Software, Inc.		03/22/2005	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Comerica Bank
Street Address:	2321 Rosecrans Avenue, Suite 5000
Internal Address:	Attn: Manager
City:	El Segundo
State/Country:	CALIFORNIA
Postal Code:	90245
Entity Type:	CORPORATION: MICHIGAN

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Serial Number:	78382020	LOMBARDI SOFTWARE
Registration Number:	2555815	VALUENOW
Registration Number:	2468580	LOMBARDI SOFTWARE
Registration Number:	2474505	TEAMWORKS
Registration Number:	2521350	LOMBARDI SOFTWARE

**CORRESPONDENCE DATA**

Fax Number: (619)234-3815  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 619-338-6636  
 Email: tadams@sheppardmullin.com  
 Correspondent Name: Sheppard, Mullin, Richter & Hampton, LLP  
 Address Line 1: 501 West Broadway, 19th Floor  
 Address Line 2: Attn: Trina Adams  
 Address Line 4: San Diego, CALIFORNIA 92101-3598

CH \$140.00 78382020

NAME OF SUBMITTER:	Trina F. Adams
Signature:	/Trina F. Adams/
Date:	07/14/2005
Total Attachments: 5 source=LombardiIPSA#page1.tif source=LombardiIPSA#page2.tif source=LombardiIPSA#page3.tif source=LombardiIPSA#page4.tif source=LombardiIPSA#page5.tif	

## AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 22, 2005 by and between COMERICA BANK ("Bank") and LOMBARDI SOFTWARE, INC., a Delaware corporation ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (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 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.

C. Bank and Borrower have previously entered into that certain Intellectual Property Security Agreement dated as of June 19, 2003 (the "Original Agreement") Except as otherwise set forth herein, this Agreement is intended to and does completely amend and restate, without novation, the Original Agreement. All security interests granted under the Original Agreement are hereby confirmed and ratified and shall continue to secure all Obligations under the Loan Agreement.

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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, 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 (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 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.


This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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

GRANTOR:

LOMBARDI SOFTWARE, INC.

Address of Grantor:

By:  \_\_\_\_\_  
Title: CEO

4516 Seton Center Parkway, Suite 250  
Austin, TX 75759

Attn: Chief Executive Officer

BANK:

COMERICA BANK

Address of Bank:

By:  \_\_\_\_\_  
Title: CBO

2321 Rosecrans Ave., Suite 5000

El Segundo, CA 90245

Attn: Manager

EXHIBIT A

Copyrights

	<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
	None		

EXHIBIT B

Patents

<u>Description</u>	Patent Application <u>No./Issued Patent No.</u>	<u>Date</u>
None.		

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Valuenow	2,555,815	04/02/02
Lombardi Software	2,468,580	07/10/01
Teamworks	2,474,505	07/31/01
Lombardi Software	2,521,350	10/03/00
Lombardi Software	78/382,020	03/10/04