

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
Workshare Limited		10/11/2005	COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2445762	DELTAVIEW	
Registration Number:	2324913	WORKSHARE	
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:	pamela.martinson@bingham.com		
Correspondent Name:	Pamela Martinson, Bingham McCutchen LLP		
Address Line 1:	Three Embarcadero Center		
Address Line 4:	San Francisco, CALIFORNIA 94111-4067		
ATTORNEY DOCKET NUMBER:	2073414-0000315793		
NAME OF SUBMITTER:	Mary Dougherty		
Signature:	/Mary Dougherty/		
Date:	10/17/2005		

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REEL: 003176 FRAME: 0285

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Total Attachments: 7

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DEBENTURE

Dated 11 October, 2005

WORKSHARE LIMITED
(the Chargor)

-and-

SILICON VALLEY BANK
(the Bank)

Bingham McCutchen LLP
London

THIS DEED is dated 11 October, 2005 and made between:

- (1) **WORKSHARE LIMITED**, a company incorporated under the laws of England and Wales with registered number 03559880 and with its registered office at 20 Fashion Street, London E1 6PX (the "**Chargor**"); and
- (2) **SILICON VALLEY BANK**, a company incorporated under the laws of the State of California with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 (the "**Bank**").

RECITALS

- (A) By a loan and security agreement (the "**Loan Agreement**") dated on or about the date of this Debenture made between Workshare Technology Inc., (the "**Borrower**" as such term is more particularly defined below), and the Bank, the Bank agreed to make available certain facilities on the terms and conditions contained in the Loan Agreement.
- (B) It is a term of the Loan Agreement that the Chargor enter into this Debenture.

THIS DEED WITNESSES

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Debenture, unless otherwise defined or provided for in this Debenture, words and expressions shall have the same meanings as is given to them in the Loan Agreement. In addition, the following definitions apply:

"**Account Bank**" means, in relation to a Bank Account, the bank whose name is set out opposite such Bank Account in Schedule 4 (*Bank Accounts*).

"**Account Bank's Notice of Charge**" means a notice in substantially the same form as Part 1 of Schedule 5 (*Notices of Charge*).

"**Acknowledgement of Account Bank**" means an acknowledgement in substantially the same form as Part 1 of Schedule 6 (*Acknowledgements*).

"**Acknowledgement of Insurer**" means an acknowledgement in substantially the same form as Part 2 of Schedule 6 (*Acknowledgements*).

"**Administrator**" means an administrator appointed under Schedule B1 to the Insolvency Act 1986.

"**Bank Accounts**" means all current, deposit and other accounts of the Chargor with any bank or other financial institution in which the Chargor now, or from time to time, has an interest including, without limitation, those bank accounts of the Chargor as are more particularly described in Schedule 4 (*Bank Accounts*), and all amounts now and from time to time standing to the credit of or accrued or accruing on those accounts.

"**Book Debts**" means all of the Chargor's book and other debts, all its account receivables, all other rights it has to receive money and all other amounts, now, or from time to time, due, owing or payable to it and the benefit of all related guarantees, indemnities, negotiable instruments, rights and security interests of any kind.

"Insurer's Notice of Assignment and Charge" means a notice in substantially the same form as Part 2 of Schedule 5 (*Notices of Assignment and Charge*).

"Intellectual Property" means:

- (a) any patents, trade marks, service marks, designs, trade names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property, rights and interests, whether registered or unregistered; and
- (b) the benefit of all applications and rights to use such assets,

which the Chargor now, or from time to time, owns or (to the extent of its interest) in which it now, or from time to time, has an interest.

"Legally Mortgaged Property" has the meaning given to that term in Clause 3.1 (*Legal Mortgages*).

"Party" means a party to this Debenture.

"Plant and Machinery" means all plant, machinery and equipment now, or from time to time owned by the Chargor or (to the extent of its interest) in which it now, or from time to time, has an interest.

"Real Property" means freehold and leasehold property situated in England and Wales (including, without limitation, the freehold and leasehold property listed in Schedule 1 (*Legally Mortgaged Property*) and other real property anywhere in the world (in each case including any estate or interest therein, all proceeds of sale thereof, all rights from time to time attached or relating thereto and all Fixtures from time to time in or on such property).

"Receiver" means an administrative receiver or a receiver appointed pursuant to the provisions of this Debenture or pursuant to any applicable law and such expression shall include, without limitation, a receiver and manager.

"Secured Obligations" means the actual, contingent, present and/or future obligations and liabilities of the Chargor (including the Guaranteed Obligations) to the Bank under or pursuant to the Finance Documents (including this Debenture).

"Securities" means:

- (a) all securities and investments of any kind (including the Shares and all stocks, shares, debentures, bonds, notes, loan capital, units, depositing receipts, commercial paper and certificates of deposit);
- (b) all warrants, options or other rights to subscribe for, purchase or otherwise acquire securities or investments; and
- (c) all other rights attaching and relating to securities or investments and all other securities or investments from time to time deriving from investments or such rights,

(including, without limitation, the Securities listed in Schedule 2 (*Shares*)) in each case now, or from time to time, owned by the Chargor or (to the extent of its interest) in which it now, or from time to time, has an interest.

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

8 INTELLECTUAL PROPERTY

8.1 Acquisition of Intellectual Property

The Chargor shall promptly notify the Bank of its acquiring, or its agreement to acquire, any Intellectual Property.

8.2 Undertakings relating to Intellectual Property

The Chargor shall take all necessary action to safeguard, maintain in full force and effect and preserve its ability to enforce its present and future ownership and rights in connection with all material Intellectual Property used in, or necessary for the conduct of, its business from time to time, including:

- (a) paying all renewal fees and other outgoings relating to all registered Intellectual Property held by it;
- (b) performing and complying with all laws and obligations to which it is subject as registered proprietor, beneficial owner, user, licensor or licensee of any such Intellectual Property;
- (c) registering all Intellectual Property where necessary in order to preserve and/or validate the Intellectual Property rights or interest of the Chargor; and
- (d) commencing the prosecution of infringement actions where appropriate against third parties where failure to do so would invalidate the Intellectual Property or interest or rights of the Chargor in any Intellectual Property.

8.3 Granting of Licences

The Chargor shall not grant any exclusive registered user agreement or licence in relation to any of its Intellectual Property save to the extent permitted in the Loan Agreement (as if references in the relevant sections of the Loan Agreement to "Borrower" and "Intellectual Property Rights" are construed as references to "Chargor" and "Intellectual Property").

8.4 Deposit of Deeds

The Chargor shall promptly execute and/or deliver to the Bank such documents relating to its Intellectual Property as the Bank requires.

9 BOOK DEBTS

9.1 Collection

The Chargor shall promptly collect all Book Debts and shall hold the proceeds on trust for the Bank.

9.2 Payment into designated Bank Accounts

The Chargor shall immediately pay all monies received or receivable by it from any source (including all proceeds of collection of Book Debts) into a Bank Account (or if, one or more bank accounts have been designated for this purpose by the Bank, the relevant Bank Account(s)).

9.3 Restrictions on dealing with Book Debts

36 JURISDICTION

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Debenture (including a dispute regarding the existence, validity or termination of this Debenture) (a "**Dispute**").
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) This Clause 36 is for the benefit of the Bank only. As a result, the Bank shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Bank may take concurrent proceedings in any number of jurisdictions.

The Chargor expressly agrees and consents to the provisions of this Clause 36.

IN WITNESS whereof the Chargor has executed this Debenture as a deed and the Bank has executed this Debenture under hand with the intention that it be delivered the day and year first before written.

SCHEDULE 3
INTELLECTUAL PROPERTY
Trade Marks

Trade Mark	Country				
	Australia	Canada	European Community (CTM)	UK	US
DELTAVIEW	Registration 818637	Registration 570320	Registration 001472331	Application 2293663	Registration 2445762
SYNERGY	N/A	Application 1124570	Application 002393411	N/A	Application 76290422
WORKSHARE	Application 884129	Application 1124571	Registration 00825448	Registration 2293703	Registration (class 9) 2324913 Application (classes 41 & 42) 76376726
WORKSHARE SYNERGY	Application 887321	Application 1124569	Application 002393387	Registration 2293661	Application 76290164

Deed

EXECUTED as a Deed by
WORKSHARE LIMITED
acting by two Directors or
one Director and its Secretary

Director

Director/Secretary

SIGNED for and on behalf of
SILICON VALLEY BANK
by *Tim Walsh*

being a person who in accordance
with the laws of the state of California
is acting under the authority
(express or implied) of that company

Tim Walsh