

07-08-2005

FORM PTO-1594

RECO!

U.S. DEPARTMENT OF COMMERCE

(Rev. 03/01)

OMB No. 0651-0027 (exp. 05/31/2002)

Patent and Trademark Office



103035996

To the Honorable Commissioner of Patents and Trademarks: Please record the enclosed original documents or copy thereof.

1. Name of conveying party(ies):

Perficient, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

06/03/05

2. Name and address of receiving party(ies):

Name: **Silicon Valley Bank**

Internal Address: HA155

Street Address: 3003 Tasman Drive

City: Santa Clara

State: CA

ZIP: 95054

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State-**DE**
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark No.(s)

2,324,622

2,324,654

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Silicon Valley Bank**

Internal Address: Loan Documentation HA155

Street Address: 3003 Tasman Dr.

City: Santa Clara

State: Ca

ZIP: 95054

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41):

\$65.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

07/07/2005 DBYRNE 00000009 2324622

DO NOT USE THIS SPACE

01 FC:0521 40.00 OP

02 FC:0522 25.00 OP

2005 JUL -5 AM 11:23
OPR/FINANCE

656

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Manibel Higuera
Name of Person Signing

Manibel Higuera
Signature

6/29/05
Date

Amy Witt

Total number of pages including cover sheet, attachments, and document:

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

Commissioner of Patent & Trademarks, Box Assignments

Washington, D.C. 20231

TRADEMARK
REEL: 003189 FRAME: 0925

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement dated as of the Effective Date (as defined in the Loan Agreement) is between SILICON VALLEY BANK ("SVB"), in its capacity as administrative agent ("Agent") and as a lender, and KEYBANK NATIONAL ASSOCIATION (collectively with SVB, the "Lenders") and PERFICIENT, INC. ("Grantor").

RECITALS

A. Lenders will make advances to Grantor ("Loans") as described in the Amended and Restated Loan and Security Agreement (the "Loan Agreement"), but only if Grantor grants Agent, for the benefit of Lenders, a security interest in its Copyrights, Trademarks, Patents, and Mask Works and other intellectual property (the "Intellectual Property Collateral").

B. Grantor has granted Agent, for the benefit of Lenders, a security interest in all of its right, title and interest, presently existing or later acquired to all the Collateral.

AGREEMENT


Grantor grants Agent, for the benefit of Lenders, a security interest in all of its right, title and interest in its Intellectual Property Collateral (such as the Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C and D), and all proceeds (such as license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements rights throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part.

This security interest is granted in conjunction with the security interest granted under the Loan Agreement. Agent's and Lenders' rights and remedies in the security interest are in addition to those in the Loan Agreement and the other Loan Documents, and those available in law or equity. Agent's and Lenders' rights powers and interests are cumulative with every right, power or remedy provided here. Agent's and Lenders' exercise of its rights, powers or remedies in this Agreement, the Loan Agreement or any other Loan Document, does not preclude the simultaneous or later exercise of any or all other right, power or remedy.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

BORROWER:

PERFICIENT, INC.

By: 
Name: John T. McDonald
Its: Chief Executive Officer

LENDERS

KEYBANK NATIONAL ASSOCIATION

By: _____
Name: _____
Its: _____

Date: _____

SILICON VALLEY BANK

By: _____
Name: _____
Its: _____

Date: _____

AGENT

SILICON VALLEY BANK

By: _____
Name: _____
Its: _____

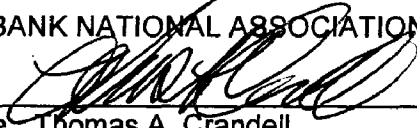
BORROWER:

PERFICIENT, INC.

By: _____
Name: _____
Its: _____

LENDERS

KEYBANK NATIONAL ASSOCIATION

By: 
Name: Thomas A. Crandell
Its: Senior Vice President

Date: June 3, 2005

SILICON VALLEY BANK

By: _____
Name: _____
Its: _____

Date: _____

AGENT

SILICON VALLEY BANK

By: _____
Name: _____
Its: _____

BORROWER:

PERFICIENT, INC.

By: _____
Name: _____
Its: _____

LENDERS

KEYBANK NATIONAL ASSOCIATION

By: _____
Name: _____
Its: _____

Date: _____

SILICON VALLEY BANK

By: Philip A. Wright
Name: Philip A. Wright
Its: Vice President

Date: 6/3/05

AGENT

SILICON VALLEY BANK

By: Philip A. Wright
Name: Philip A. Wright
Its: Vice President

EXHIBIT A

Copyrights

NONE

3932413v.3

TRADEMARK
REEL: 003189 FRAME: 0930

EXHIBIT B

Patents

NONE

EXHIBIT C

Trademarks

| <u>Description</u> | <u>Registration/Application Number</u> | <u>Registration/Application Date</u> |
|--------------------|--|--|
| P Perficient | 2324662 | February 29, 2000 |
| Perficient | 2324654 | February 29, 2000 |

EXHIBIT D

Mask Works

NONE

3932413v.3

RECORDED: 07/05/2005

**TRADEMARK
REEL: 003189 FRAME: 0933**