

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Tacit Software, Inc.		12/30/2005	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Oak Leaf Corporation		
<b>Street Address:</b>	350 Marine Parkway		
<b>City:</b>	Redwood Shores		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94065		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75539418	KNOWLEDGEMAIL	
<b>Serial Number:</b>	78732901	SEARCHCAST	
<b>Serial Number:</b>	78735362	TACIT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(650)833-2001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	650-833-2381		
<b>Email:</b>	andrea.charvet@dlapiper.com		
<b>Correspondent Name:</b>	Andrea Charvet		
<b>Address Line 1:</b>	2000 University Avenue		
<b>Address Line 4:</b>	PALO ALTO, CALIFORNIA 94303		
<b>NAME OF SUBMITTER:</b>	Andrea Charvet		
<b>Signature:</b>	/s/ Andrea Charvet		
<b>Date:</b>	01/05/2006		

**CH \$90.00 75539418**

**Total Attachments: 18**

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## TACIT SOFTWARE, INC.

### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of December 30, 2005 by and among Tacit Software, Inc., a Delaware corporation (the "Debtor"), the lenders identified on Exhibit A hereto (the "Lenders"), and Oakleaf Corporation, a California corporation, as agent for the Lenders (in such capacity, the "Agent"). Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (as defined below).

#### RECITALS

The Lenders have agreed to make certain advances of money and to extend certain financial accommodations to Debtor (the "Loans") in the amounts and manner set forth in that certain Secured Convertible Note and Warrant Purchase Agreement of even date with this Agreement (as the same may be amended, modified or supplemented from time to time, the "Purchase Agreement") pursuant to which Lenders shall purchase the Notes (as defined in the Purchase Agreement) from Debtor. Lenders are willing to make the Loans to Debtor, but only upon the condition, among others, that Debtor grants to the Agent, on behalf of and for the benefit of the Lenders, a security interest in Copyrights, Trademarks and Patents to secure the obligations of Debtor under the Purchase Agreement, the Notes and the Security Agreement by and among Debtor and the Lenders of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Security Agreement," and together with the Purchase Agreement, the Notes and the Warrants, the "Transaction Documents").

Pursuant to the terms of the Transaction Documents, Debtor has granted to the Agent, on behalf of and for the benefit of the Lenders, a security interest in all of Debtor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Security Agreement).

#### AGREEMENT

In consideration of the purchase of the Notes by the Lenders and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Debtor hereby agrees with the Agent and Lenders as follows:

1. To secure its obligations under the Notes and the Security Agreement, the Debtor grants and pledges to the Agent, on behalf of and for the benefit of the Lenders, a security interest in all of Debtor's right, title and interest in, to and under the following (collectively, the "Intellectual Property Collateral"): (i) all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (the "Copyrights"), (ii) all patents, patent applications and like protections including improvements, divisions, continuations, renewals,

reissues, extensions and continuations-in-part of the same (the "Patents"), and (iii) all trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the Debtor's business connected with and symbolized by such trademarks (the "Trademarks"), including those Copyrights, Patents and Trademarks listed on Schedules 1, 2 and 3 hereto, and including 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.

2. This security interest is granted in conjunction with the security interest granted to the Agent, on behalf of and for the benefit of the Lenders, under the Security Agreement. The rights and remedies of Lenders with respect to the security interest granted hereby are in addition to those set forth in the Transaction Documents and the other documents, instruments and agreements related thereto (the "Loan Documents"), and those which are now or hereafter available to Lenders as a matter of law or equity. Each right, power and remedy of Lenders provided for herein or in the Transaction Documents 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 any Lender of any one or more of the rights, powers or remedies provided for in this Agreement, the Transaction Documents 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 Lenders, of any or all other rights, powers or remedies. In the event of a conflict between the terms of the Security Agreement and this Agreement, the terms of the Security Agreement shall govern.

3. Debtor represents and warrants that Schedules 1, 2 and 3 attached hereto set forth any and all intellectual property rights of the Debtor for which the Debtor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

4. 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. Any term of this Agreement may be amended at any time and from time to time with the written consent of Debtor and the Supermajority Investors (as defined in the Security Agreement); provided, however, that this Agreement may be amended with only the written consent of Debtor for the sole purpose of including additional purchasers of Notes pursuant to the Purchase Agreement as "Lenders."

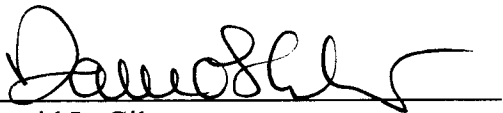
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IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

**DEBTOR:**

COMPANY:

Tacit Software, Inc.

By:   
David L. Gilmour  
President and Chief Executive Officer

**THE AGENT:**

WOODSIDE FUND V, L.P.

By: Woodside Management V, LLC,  
its General Partner

By: \_\_\_\_\_

Name: \_\_\_\_\_

(print)

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

**DEBTOR:**


**COMPANY:**

Tacit Software, Inc.

By: \_\_\_\_\_  
David L. Gilmour  
President and Chief Executive Officer

**THE AGENT:**

OAKLEAF CORPORATION,  
a California corporation

By:  \_\_\_\_\_

Name: Occhipinti, John  
(print)

Title: MANAGING DIRECTOR

Address: 350 MARINE PARKWAY  
SUITE 300 REDWOOD CITY  
CA. 94065


PA\10439776.2  
356595-900000

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

**THE LENDERS:**

WOODSIDE FUND V, L.P.

By: Woodside Management V, LLC,  
its General Partner

By: 

Name: Occhipinti, John  
(print)

Title: Managing Director.

Address: 350 MARINE PARKWAY  
REDWOOD SHORE CA 94065

PA110439776.2  
356595-900000

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

**THE LENDERS:**

ALTA CALIFORNIA PARTNERS III, L.P.

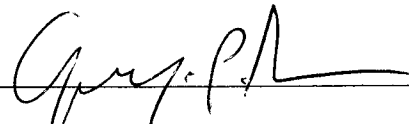
By: Alta California Management Partners  
III, LLC

By: 

Name: Robert Simon  
(print)

Title: Director

ALTA EMBARCADERO PARTNERS III,  
LLC

By: 

Name: Guy Nonra

Title: Manager

\_\_\_\_\_  
DAVID L. GILMOUR

\_\_\_\_\_  
STEVE JURVETSON

\_\_\_\_\_  
WARREN PACKARD



**IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.**

**THE LENDERS:**

**ROYAL BANK OF CANADA**

By:   
Kevin Talbot

Title: Vice President

By:   
Rene Douville

Title: Vice President

PA\10439776.2  
356595-900000

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

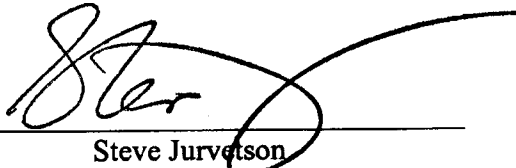
**THE LENDERS:**

RBC TECHNOLOGY VENTURES INC.

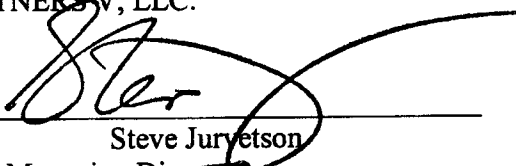
By: \_\_\_\_\_  
Rene Douville  
Title: Vice President

By: \_\_\_\_\_  
Steven Goldstein  
Title: Sr. Vice President

DRAPER FISHER JURVETSON FUND V,  
L.P.

By:  \_\_\_\_\_  
Steve Jurvetson  
Title: Managing Director

DRAPER FISHER JURVETSON  
PARTNERS V, LLC.

By:  \_\_\_\_\_  
Steve Jurvetson  
Title: Managing Director *Member*

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

**THE LENDERS:**

ALTA CALIFORNIA PARTNERS III, L.P.

By: Alta California Management Partners  
III, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(print)

Title: Director

ALTA EMBARCADERO PARTNERS III,  
LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(print)

Title: V.P. of Finance and Administration

  
\_\_\_\_\_  
DAVID L. GILMOUR

\_\_\_\_\_  
STEVE JURVETSON

\_\_\_\_\_  
WARREN PACKARD

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

**THE LENDERS:**

ALTA CALIFORNIA PARTNERS III, L.P.

By: Alta California Management Partners  
III, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(print)

Title: Director

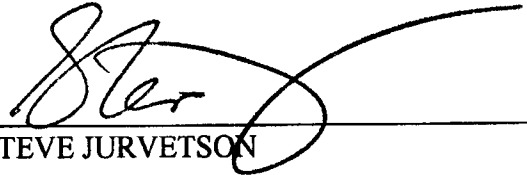
ALTA EMBARCADERO PARTNERS III,  
LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(print)

Title: V.P. of Finance and Administration

\_\_\_\_\_  
DAVID L. GILMOUR

  
\_\_\_\_\_  
STEVE JURVETSON

  
\_\_\_\_\_  
WARREN PACKARD

EXHIBIT A

<b>Name/Address of Lenders</b>	<b>Original Principal Amount of Note</b>
Woodside Fund V, L.P. 350 Marine Parkway, Suite 300 Redwood Shores, CA 94065 Attn: John Occhipinti	\$600,000.00
Royal Bank of Canada MaRS Centre, Heritage Building 101 College Street, Suite 230 Toronto, Ontario M5G 1L7 Attn: Kevin Talbot	\$500,000.00
Alta California Partners III, L.P. c/o Alta Partners One Embarcadero Center, Suite 4050 San Francisco, CA 94111 Attn: Robert Simon	\$116,080.00
Alta Embarcadero Partners III, LLC c/o Alta Partners One Embarcadero Center, Suite 4050 San Francisco, CA 94111 Attn: Robert Simon	\$3,920.00
Draper Fisher Jurvetson Fund V, L.P. 2882 Sand Hill Road, Suite 150 Menlo Park, CA 94025 Attn: Steve Jurvetson	\$507,419.19
Draper Fisher Jurvetson Partners V, LLC 2882 Sand Hill Road, Suite 150 Menlo Park, CA 94025 Attn: Steve Jurvetson	\$41,142.12
David L. Gilmour Tacit Software, Inc. 2100 Geng Road, Suite 103 Palo Alto, CA 94303	\$220,000.00

<b>Name/Address of Lenders</b>	<b>Original Principal Amount of Note</b>
Steve Jurvetson Draper Fisher Jurvetson 2882 Sand Hill Road, Suite 150 Menlo Park, CA 94025	\$10,791.28
Warren Packard Draper Fisher Jurvetson 2882 Sand Hill Road, Suite 150 Menlo Park, CA 94025	\$647.41
<b>Total:</b>	<b>2,000,000.00</b>

SCHEDULE 1

Copyrights

NONE

SCHEDULE 2

**TACIT SOFTWARE, INC. ISSUED/PENDING PATENTS**

<b>BSTZ REF. NO.</b>	<b>STATUS</b>	<b>PATENT NO./ APPLICATION NO.</b>	<b>FILING DATE/ ISSUE DATE</b>	<b>TITLE</b>
3386P001	ISSUED	6,115,709	9/5/2000	METHOD AND SYSTEM FOR CONSTRUCTING A KNOWLEDGE PROFILE OF A USER HAVING UNRESTRICTED AND RESTRICTED ACCESS PORTIONS ACCORDING TO RESPECTIVE LEVELS OF CONFIDENCE OF THE CONTENT OF THE PORTIONS
3386P001X	ISSUED	6,421,669	7/16/2002	METHOD AND APPARATUS FOR CONSTRUCTING AND MAINTAINING A USER KNOWLEDGE PROFILE
3386P002	ISSUED	6,154,783	11/28/2000	METHOD AND APPARATUS FOR ADDRESSING AN ELECTRONIC DOCUMENT FOR TRANSMISSION OVER A NETWORK
3386P002X	ISSUED	6,205,472	3/20/2001	METHOD AND APPARATUS FOR QUERYING A USER KNOWLEDGE PROFILE
3386P004	ISSUED	6,253,202	6/26/2001	METHOD, SYSTEM AND APPARATUS FOR AUTHORIZING ACCESS BY A FIRST USER TO A KNOWLEDGE PROFILE OF A SECOND USER RESPONSIVE TO AN ACCESS REQUEST FROM THE FIRST USER
3386P004C	ISSUED	6,647,384	11/11/2003	METHOD AND APPARATUS FOR MANAGING USER



<b>BSTZ REF. NO.</b>	<b>STATUS</b>	<b>PATENT NO./ APPLICATION NO.</b>	<b>FILING DATE/ ISSUE DATE</b>	<b>TITLE</b>
				PROFILES INCLUDING IDENTIFYING USERS BASED ON MATCHED QUERY TERM
3386P004X	ISSUED	6,405,197	6/11/2002	METHOD OF CONSTRUCTING AND DISPLAYING AN ENTITY PROFILE CONSTRUCTED UTILIZING INPUT FROM ENTITIES OTHER THAN THE OWNER
3386P004X2	ISSUED	6,970,879 B1	11/29/2005	METHOD OF CONSTRUCTING AND DISPLAYING AN ENTITY PROFILE CONSTRUCTED UTILIZING INPUT FROM ENTITIES OTHER THAN THE OWNER
3386P005	ISSUED	6,377,949	4/23/2002	METHOD AND APPARATUS FOR ASSIGNING A CONFIDENCE LEVEL TO A TERM WITHIN A USER KNOWLEDGE PROFILE
3386P005C	ISSUED	6,832,224 B2	12/14/2004	METHOD AND APPARATUS FOR ASSIGNING A CONFIDENCE LEVEL TO A TERM WITHIN A USER KNOWLEDGE PROFILE
3386P007	ISSUED	6,668,251	12/23/2003	RENDERING DISCRIMINATOR MEMBERS FROM AN INITIAL SET OF RESULT DATA
3386P008	ISSUED	6,711,570	3/23/2004	SYSTEM AND METHOD FOR MATCHING TERMS CONTAINED IN AN ELECTRONIC DOCUMENT WITH A SET OF USER PROFILES

<b>BSTZ REF. NO.</b>	<b>STATUS</b>	<b>PATENT NO./ APPLICATION NO.</b>	<b>FILING DATE/ ISSUE DATE</b>	<b>TITLE</b>
3386P013	ISSUED	6,640,229 B1	10/28/2003	AUTOMATIC MANAGEMENT OF TERMS IN A USER PROFILE IN A KNOWLEDGE MANAGEMENT SYSTEM
3386P001EP (EUROPEAN)	PENDING	99945206.3	8/25/1999	METHOD AND APPARATUS FOR CONSTRUCTING AND MAINTAINING A USER KNOWLEDGE PROFILE
3386P001XC	PENDING	10/135,254	4/29/2002	METHOD AND APPARATUS FOR CONSTRUCTING AND MAINTAINING A USER KNOWLEDGE PROFILE
3386P001XCD	PENDING	10/897,768	7/22/2004	METHOD AND APPARATUS FOR CONSTRUCTING AND MAINTAINING A USER KNOWLEDGE PROFILE
3386P002EP (EUROPEAN)	PENDING	99946926.5	9/13/1999	METHOD AND APPARATUS FOR ADDRESSING AN ELECTRONIC DOCUMENT FOR TRANSMISSION OVER A NETWORK
3386P002X2	PENDING	09/703,189	10/31/2000	METHOD AND SYSTEM FOR ADDRESSING A COMMUNICATION FOR TRANSMISSION OVER A NETWORK BASED ON THE CONTENT THEREOF
3386P002XX	PENDING	09/704,374	11/1/2000	WITHDRAWAL OF REQUESTS IF TARGET NUMBER OF REQUESTS RESPONSES RECEIVED
3386P004EP (EUROPEAN)	PENDING	99948163.3	9/10/1999	METHOD AND APPARATUS FOR ACCESSING A USER KNOWLEDGE PROFILE
3386P009	PENDING	09/703,320	10/31/2000	KEYWORD ANALYSIS

<b>BSTZ REF. NO.</b>	<b>STATUS</b>	<b>PATENT NO./ APPLICATION NO.</b>	<b>FILING DATE/ ISSUE DATE</b>	<b>TITLE</b>
3386P010	PENDING	09/754,385	1/8/2001	KNOWLEDGE NEIGHBORHOODS
3386P013C	PENDING	10/437,861	5/13/2003	AUTOMATIC MANAGEMENT OF TERMS IN A USER PROFILE IN A KNOWLEDGE MANAGEMENT SYSTEM
3386P018	PENDING	09/759,628	1/12/2001	METHOD AND SYSTEM TO PUBLISH THE RESULTS OF A SEARCH OF DESCRIPTIVE PROFILES BASED ON RESPECTIVE PUBLICATION POLICIES SPECIFIED BY OWNERS OF THE DESCRIPTIVE PROFILES, AND A PROFILE SERVICE PROVIDER
3386P019	PENDING	10/300,088	11/19/2002	EXPERTISE SERVICES PLATFORM
3386P021	PENDING	11/244,715	10/5/2005	METHOD, SYSTEM AND APPARATUS FOR SEARCHCASTING WITH PRIVACY CONTROL

SCHEDULE 3

Trademarks

<u>Trademark</u>	<u>Status</u>	<u>Registration/ Application Date</u>	<u>Registration/ Application Number</u>
KnowledgeMail	Registered	8/19/1998 75/539418	9/19/2000 2388431
SearchCast	Pending	10/13/2005 78/732901	
Tacit	Pending	10/18/2005 78/735362	