

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Princeton Softech, Inc.		12/21/2005	CORPORATION: NEW JERSEY

**RECEIVING PARTY DATA**

<b>Name:</b>	Silicon Valley Bank
<b>Street Address:</b>	3003 Tasman Drive
<b>City:</b>	Santa Clara
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95054-1191
<b>Entity Type:</b>	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Serial Number:	78701967	OPTIM
Registration Number:	2728384	RELATIONAL TOOLS
Registration Number:	2752214	ACTIVE ALLIANCE
Registration Number:	2752211	PRINCETON SOFTECH'S ARCHIVE
Registration Number:	2755465	RELATIONAL TOOLS
Registration Number:	2868357	ACTIVE ALLIANCE
Registration Number:	2849835	ACTIVE ARCHIVE
Serial Number:	76404823	PRINCETON SOFTECH
Serial Number:	76404822	PRINCETON SOFTECH
Serial Number:	76268534	ACTIVE ARCHIVE SOLUTIONS
Serial Number:	76268532	ARCHIVE FOR DB2
Serial Number:	76268536	STORE SMARTER
Serial Number:	76268533	ARCHIVE FOR SERVERS

OP \$390.00 78701967

Serial Number:	75232929	SYNCPOINT
Serial Number:	74008687	PRINCETON SOFTECH, INC.

**CORRESPONDENCE DATA**

Fax Number: (404)962-6836  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 404-885-3697  
Email: trademarks@troutmansanders.com  
Correspondent Name: Anne E. Yates  
Address Line 1: 600 Peachtree Street, N.E.  
Address Line 2: Troutman Sanders LLP - Suite 5200  
Address Line 4: Atlanta, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	220763.557
NAME OF SUBMITTER:	Anne E. Yates
Signature:	/aey/
Date:	01/23/2006

**Total Attachments: 5**  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 21, 2005 by and between SILICON VALLEY BANK ("Bank") and PRINCETON SOFTECH, INC. ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated December 21, 2005 (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.

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, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, 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.

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.

Address of Grantor:

111 Campus Drive  
Princeton, NJ 08540

Attn: Bill Levering, Chief Financial Officer  
Jeff Robinson, Vice President - Finance

GRANTOR:

PRINCETON SOFTECH, INC.

By: W. L.

Title: KVP & Chief Financial Officer

Address of Bank:

3003 Tasman Drive  
Santa Clara, CA 95054-1191

Attn: \_\_\_\_\_

BANK:

SILICON VALLEY BANK

By: Richard White

Title: Relationship Manager

**EXHIBIT A**

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Access DB2	TX3699590	5/25/1993
Ager 2000 Semantic Date Aging For Year 2000 Testing	TX4929869	1/27/1999
Compare For DB2	TX4279586	5/6/1996
Move DB2	TX4929868	1/27/1999
Princeton Softech, Inc.'s I SPY Source Code	TX3848037	6/27/1994
Princeton Softech's Version Manager	TX3848038	6/27/1994
Princeton Softech, Inc.'s Hourglass 2000	TX4929867	1/27/1999
Princeton Softech, Inc.'s Move For Servers	TX4929870	1/27/1999

**EXHIBIT B**

Patents

Description

Owner

Registration/  
Application  
Number

Registration/  
Application  
Date

N/A

N/A

N/A

N/A

**EXHIBIT C**

Trademarks

<u>MARK</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Status</u>
OPTIM	78-701967	8/27/2005	Pending
RELATIONAL TOOLS	2728384	6/17/2003	Registered
ACTIVE ALLIANCE	2752214	8/19/2003	Registered
PRINCETON SOFTECH'S ARCHIVE	2752211	8/19/2003	Registered
RELATIONAL TOOLS & Design	2755465	8/26/2003	Registered
ACTIVE ALLIANCE & Design	2868357	8/3/2004	Registered
ACTIVE ARCHIVE	2849835	6/1/2004	Registered*
PRINCETON SOFTECH, INC.	9059	12/29/1989e)	Registered – New Jersey State
PRINCETON SOFTECH & Design	76-404823	5/9/2002	Abandoned
PRINCETON SOFTECH	76-404822	5/9/2002	Abandoned
ACTIVE ARCHIVE SOLUTIONS	76-268534	6/06/2001	Abandoned
ARCHIVE FOR DB2	76-268532	6/6/2001	Abandoned
STORE SMARTER	76-268536	6/6/2001	Abandoned
ARCHIVE FOR SERVERS	76-268533	6/6/2001	Abandoned
SYNCPOINT	75-232929	1/27/1997	Abandoned
PRINCETON SOFTECH, INC.	74-008687	12/7/1989	Abandoned

\*: PTO records reflect a Security Interest in favor of the CIT Group conveyed by  
Computer Horizons Corp.

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