

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
PACIFIC EDGE SOFTWARE, INC.		12/27/2005	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	75 E. TRIMBLE ROAD
Internal Address:	MC 4770
City:	SAN JOSE
State/Country:	CALIFORNIA
Postal Code:	95131
Entity Type:	Michigan Banking Corporation:

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	78699415	MARINER
Serial Number:	78458080	GOVERNANCE ACCELERATOR
Registration Number:	2816197	PORTFOLIO KNOWLEDGE
Registration Number:	2766260	PORTFOLIO EDGE
Registration Number:	2829088	PACIFIC EDGE
Registration Number:	2660757	THE EDGE FOR IT
Registration Number:	2657085	ACCEL IMPLEMENTATION
Serial Number:	76122950	PROJECT OFFICE INMOTION
Serial Number:	75325661	PROJECT OFFICE

CORRESPONDENCE DATA

Fax Number: (858)550-6420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 858-550-6403

CH \$240.00 78699415

Email: erin.obrien@cooley.com
Correspondent Name: Erin O'Brien
Address Line 1: 4401 Eastgate Mall
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	036703-1181 PACIFIC EDGE
NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	02/15/2006

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of 12/27/05, by and between COMERICA BANK ("Bank") and Pacific Edge Software, Inc., a Washington 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 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.

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 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.

Address of Grantor:

11100 NE 8th Street, Suite #600
Bellevue, WA 98004

Attn: Chief Executive Officer

GRANTOR:

PACIFIC EDGE SOFTWARE, INC.

By: 

Name: Kurt Shintaffer

Title: VP of Finance


Address of Bank:

75 East Trimble Road, M/C 4770
San Jose, CA 95131

Attn: Manager

BANK:

COMERICA BANK

By: 

Name: RORY JAMES

Title: SENIOR VICE PRESIDENT

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Portfolio Edge v.3.0	TX6038330	09/08/2004
Portfolio edge : 2.0 : object code	TX5838969	11/11/3003
Project office : v.4.0	TX5647274	10/24/2002
Portfolio edge 1.0	TX5594467	08/08/2002
Project Office reports verifier : version 3.1	TX5586209	08/08/2002
Project Office Alerts : version 3.1	TX5586208	08/08/2002
Project office 3.1	TX5436233	11/13/2001
Project Office eXpress 3.0	TX5177039	09/12/2000
Project office eXpress 2.0	TX5201314	05/26/2000
Project office 1.5	TX5201313	05/26/2000
Project office eXpress 1.5	TX5201312	05/26/2000
Project Office ALERTS! 1.0	TX5162493	09/12/2000
Project office 3.0	TX5114199	05/26/2000
Project Office 2.0 : organization-wide project management that proves simple is good : complete integration with Microsoft Project!	TX5114152	05/26/2000
Project Office	TX4917024	02/05/1999

EXHIBIT B

Patents

<u>Description</u>	<u>Patent Application No./Issued Patent No.</u>	<u>Date</u>
METHOD AND SYSTEM FOR OBJECT-ORIENTED MANAGEMENT OF MULTI-DIMENSIONAL DATA (Docket No. 730128.401)	10/613,534 Published as 2004/0236655	07/03/03
METHOD AND SYSTEM FOR OBJECT-ORIENTED MANAGEMENT OF MULTI-DIMENSIONAL DATA (Docket No. 730128.401C1)	10/894,658 Published as 2004/0114243	07/19/04
METHOD AND SYSTEM FOR OBJECT-ORIENTED MANAGEMENT OF MULTI-DIMENSIONAL DATA (Docket No. 730128.401PC)	US2004/015613 Published as 2004/104777	05/19/04
METHOD AND SYSTEM FOR OBJECT-ORIENTED MANAGEMENT OF MULTI-DIMENSIONAL DATA (Docket No. 730128.40101PC)	US2005/025643 Not published	07/19/05
METHOD AND SYSTEM FOR OBJECT-ORIENTED MANAGEMENT OF MULTI-DIMENSIONAL DATA (Docket No. 730128.401GB)	Application number not assigned	05/19/04
METHOD AND SYSTEM FOR OBJECT-ORIENTED MANAGEMENT OF MULTI-DIMENSIONAL DATA (Docket No. 730128.401P1)	60/471,811 Abandoned (filed non-provisional – 730128.401)	05/19/03

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
MARINER	78-699,415	8/24/2005
GOVERNANCE ACCELERATOR	78-458,080	7/28/2004
PORTFOLIO KNOWLEDGE	2,816,197	2/24/2004
PORTFOLIO EDGE	2,766,260	9/23/2003
PACIFIC EDGE	2,829,088	4/6/2004
THE EDGE FOR IT	2,660,757	12/10/2002
ACCEL IMPLEMENTATION	2,657,085	12/3/2002
PROJECT OFFICE INMOTION	76-122,950	9/6/2000
PROJECT OFFICE	75-325,661	10/29/2002