

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
ACCELA, INC.		05/11/2006	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	SILICON VALLEY BANK
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054-1191
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2875166	ACCELA
Registration Number:	2882039	ACCELA.COM
Registration Number:	2913769	ACCELA
Registration Number:	2882018	BUILDING SPEED
Registration Number:	3024429	VANTAGE360
Registration Number:	2940668	ACCELA AUTOMATION
Registration Number:	2717751	VELOCITYHALL
Serial Number:	78295041	BIO-ALERT

CORRESPONDENCE DATA	
Fax Number:	(404)962-6836
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	404-885-3697
Email:	trademarks@troutmansanders.com
Correspondent Name:	Anne E. Yates, Esq.
Address Line 1:	600 Peachtree Street, N.E.

OP \$215.00 2875166

Address Line 2: Troutman Sanders LLP - Suite 5200
Address Line 4: Atlanta, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	220763.641
NAME OF SUBMITTER:	Anne E. Yates, Esq.
Signature:	/aey/
Date:	05/15/2006

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 11, 2006 by and between SILICON VALLEY BANK ("Bank") and ACCELA, 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 May 11, 2006 (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.

**TRADEMARK
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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:

4160 Dublin Blvd., Suite 128
Dublin, California 94568

Attn: Jeffrey Toney

GRANTOR:

ACCELA, INC.

By: [Signature]

Title: Secretary

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

BANK:

SILICON VALLEY BANK

By: Claudia Canales

Title: Claudia Canales

ACCELA, INC.

Schedule A - Copyrights

<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>	<u>Security Interest</u>
N/A	N/A	N/A	N/A	N/A

Schedule B - Trademarks

<u>Mark</u>	<u>Status</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Owner</u>	<u>Security Interest</u>
ACCELA	Registered	2875166	08/17/2004	Accela, Inc.	None recorded
ACCELA.COM	Registered	2882039	09/07/2004	Accela, Inc.	None recorded
ACCELA & Design	Registered	2913769	12/21/2004	Accela, Inc.	None recorded
BUILDING SPEED	Registered	2882018	09/07/2004	Accela, Inc.	None recorded
VANTAGE360	Registered	3024429	12/06/2005	Accela, Inc.	None recorded
ACCELA AUTOMATION	Registered	2940668	04/12/2005	Accela, Inc.	None recorded
VELOCITYHALL	Registered	2717751	05/20/2003	Accela, Inc.	None recorded
BIO-ALERT	Pending- suspended	78/295041	09/02/2003	Accela, Inc.	None recorded
GOVXML	Abandoned	78/108610	02/13/2002	Accela, Inc.	None recorded
SAVE TIME. APPLY ONLINE.	Abandoned	76/132332	09/19/2000	Accela.com, Inc. ¹	None recorded
ACCELA.COM & Design	Abandoned	76/048024	05/11/2000	Accela, Inc.	None recorded
HARD HAT CENTRAL	Abandoned	76/015248	03/31/2000	Accela, Inc.	None recorded

¹ Accela, Inc. was formerly known as Accela.com, Inc. Several of these registrations have change of name documents recorded with the U.S. Patent and Trademark Office to that effect.

Schedule C – Patents/Patent Applications

Title	Patent/Patent Application Number (Publication Number)	Issue/Filing Date	Owner/Assignee	Security Interest
DIGITAL SIGNATURE SERVICE	6,959,382	10/25/2005	Open Data Systems (According to PTO Records, but actual ownership could be different.)	None recorded
INTEGRATING A DIGITAL SIGNATURE SERVICE INTO A DATABASE	6,898,707	5/24/2005	Accela, Inc.	None recorded

RECORDED: 05/15/2006

TRADEMARK REEL: 003308 FRAME: 0149