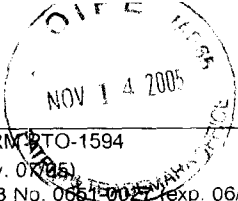


DS

03-14-2006



FORM PTO-1594 (Rev. 07/05) F OMB No. 0664-0027 (exp. 06/30/2008)

U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office



103195785

To the Director of the U.S. Patent and Trademark Office, by mail, by electronic filing, or by facsimile, to the address(es) below.

5-1-11

1. Name of conveying party(ies): Servigistics, Inc.   
  Individual(s)  Association   
  General Partnership  Limited Partnership   
  Corporation-State  Other

Re 3-10-06

2. Name and address of receiving party(ies):   
 Additional name(s) of conveying parties attached?  Yes  No   
 Name: Silicon Valley Bank   
 Internal Address: Loan Documentation   
 Street Address: 3003 TASMAN DR HF154   
 City: Santa Clara   
 State: CA   
 Country:   
 Zip: 95054

3. Nature of conveyance/ Execution Date(s):   
 Execution Date(s): October 28, 2005   
  Assignment  Merger   
  Security Agreement  Change of Name   
  Other

Association Citizenship   
  General Partnership Citizenship   
  Limited Partnership Citizenship   
  Corporation Citizenship   
  Other Citizenship   
 If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No   
 (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark: 2

A. Trademark Application No.(s)   
 78/580,302   
 78/580,255

B. Trademark Registration No.(s)

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):   
 Additional sheets attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:   
 Name: Silicon Valley Bank   
 Internal Address: Loan Collateral HF154   
 Street Address: 3003 Tasman Dr.   
 City: Santa Clara State: CA ZIP: 95054   
 Phone Number: (408) 654-4042   
 Fax Number: (408) 654-6313   
 Email Address: ldc@svbank.com

6. Total number of applications and registrations involved: 2   
 7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$65   
  Authorized to be charged by credit card   
  Authorized to be charged to deposit account   
  Enclosed   
 8. Payment Information:   
 a. Credit Card Last 4 Numbers   
 Expiration Date   
 b. Deposit Account Number   
 Authorized User Name

9. Signature: Lana Lowe   
 Signature

11-8-05   
 Date

Lana Lowe   
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:   
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

11/17/2005 ECOOPER 00000208 7850302   
 25:08 08

TRADEMARK   
 REEL: 003315 FRAME: 0749

Please Note:

<b>#2: Name:</b>	<b>Silicon Valley Bank</b>
<b>Internal Address:</b>	<b>Loan Documentation</b>
<b>Address</b>	<b>3003 Tasman Dr HF 154</b>
<b>City</b>	<b>Santa Clara</b>
<b>State</b>	<b>CA</b>
<b>Zip Code</b>	<b>95054</b>
<b>County</b>	<b>USA</b>

**Thank you!**

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October~~28~~<sup>29</sup>, 2005 by and between SILICON VALLEY BANK ("Bank") and SERVICISTICS, 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 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, Patents, and Mask Works 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, Trademarks and Mask Works listed on Schedules A, B, C, and D 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 cause 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:

320 Interstate North Parkway  
Fourth Floor  
Atlanta, GA 30339

Attn: Chief Financial Officer

GRANTOR:

SERVIGISTICS, INC.

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

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

Address of Bank:

3003 Tasman Drive  
Santa Clara, CA 95054-1191

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

BANK:

SILICON VALLEY BANK

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

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

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

GRANTOR:

Address of Grantor:

SERVIGISTICS, INC.

320 Interstate North Parkway  
Fourth Floor  
Atlanta, GA 30339

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

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

Attn: Chief Financial Officer

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive  
Santa Clara, CA 95054-1191

By: *John Chubb*

Title: *Vice President*

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

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Method for Performing Market-Adapted Price Planning	09/740004	12/20/2000

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Servigistics & Design	78/580302	3/4/2005
Servigistics	78/580255	3/4/2005



EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date