

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|---------------------------------|------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Paisley Consulting, Inc. | | 05/30/2006 | CORPORATION: MINNESOTA |
| RECEIVING PARTY DATA | | | |
| Name: | SILICON VALLEY BANK | | |
| Street Address: | 3003 Tasman Drive | | |
| City: | Santa Clara | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 95054 | | |
| Entity Type: | CORPORATION: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2073141 | AUTOAUDIT | |
| Registration Number: | 2658860 | MAGNUM CASE MANAGEMENT SOFTWARE | |
| Registration Number: | 2451152 | OUTDOOR AMERICA | |
| Registration Number: | 2753229 | RISK NAVIGATOR | |
| Registration Number: | 2452172 | SNAP REPORTER | |
| Registration Number: | 2489095 | SNAP.RECOVERY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (866)459-2899 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 202-783-2700 | | |
| Email: | Oleh.Hereliuk@federalresearch.com | | |
| Correspondent Name: | CBC Companies dba Federal Research | | |
| Address Line 1: | 1023 Fifteenth Street, NW, Ste 401 | | |
| Address Line 2: | attn: Oleh Hereliuk | | |
| Address Line 4: | Washington, DISTRICT OF COLUMBIA 20005 | | |

CH \$165.00 2073141

| | |
|-------------------------|---------------|
| ATTORNEY DOCKET NUMBER: | 360262 |
| NAME OF SUBMITTER: | Oleh Hereliuk |
| Signature: | /oh/ |
| Date: | 06/12/2006 |

Total Attachments: 8
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Paisley Consulting, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other MN
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Silicon Valley Bank

Internal

Address: _____

Street Address: 3003 Tasman Drive

City: Santa Clara State: CA Zip: 95054

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State California
- Other _____

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)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: 05/30/06

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____
See Attached List

B. Trademark Registration No.(s) _____
See Attached List

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Federal Research Corporation

Internal Address: Jody Hagins

Street Address: 1023 15th Street, NW,

Suite 401

City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved: _____

6

7. Total fee (37 CFR 3.41).....\$ 165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Robin C. Dunn

Name of Person Signing



Signature

June 8, 2006

Date

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

EXHIBIT A

REGISTERED COPYRIGHTS

(including copyrights that are the subject of an application for registration)

| <u>Title</u> | <u>Claimant</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|---|---|---|---|
| AutoAudit software : reference manual / by Paisley Consulting | Outdoor America, Inc. * | TX-4-232-726 | 12/19/95 |
| Workforce : version 1.0.0. | Outdoor America, Inc. d.b.a. Paisley Consulting * | TX-4-771-730 | 05/01/98 |
| Snap reporter. | Outdoor America, Inc., d.b.a. Paisley Consulting * | TX-5-149-178 | 02/09/00 |
| AutoAudit. | Outdoor America, Inc. * | TX-4-130-299 | 09/28/95 |
| AutoAudit. | Outdoor America, Inc. * | TX-4-222-149 | 12/12/95 |

* Outdoor America, Inc. is now known as Paisley Consulting, Inc. due to amendments to the articles of incorporation filed February 27, 2001 and February 13, 2004.

EXHIBIT B

PATENTS

| <u>Title</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|------------------------|---|---|
| Inflatable goose decoy | D464,104 | 10/08/02 |
| | | |
| | | |
| | | |

Exhibit B

SVB/Paisley/06-05 Initial Deal/IP Agmt/IP Sec Agmt

TRADEMARK
REEL: 003325 FRAME: 0113

EXHIBIT C
TRADEMARKS

| <u>Title</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|-----------------|---|---|
| AUTOAUDIT | 2073141 | 06/24/97 |
| MAGNUM | 2658860 | 12/10/02 |
| OUTDOOR AMERICA | 2451152 | 05/15/01 |
| RISK NAVIGATOR | 2753229 | 08/19/03 |
| SNAP REPORTER | 2452172 | 05/15/01 |
| SNAP! RECOVERY | 2489095 | 09/11/01 |

Exhibit B

SVB/TCI&AAC/IP Sec Agr.doc

TRADEMARK
REEL: 003325 FRAME: 0114

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 30, 2006 by and between SILICON VALLEY BANK ("Secured Party"), on the one hand, and PAISLEY CONSULTING, INC., a Minnesota corporation ("Grantor"), on the other hand.

RECITALS

A. Secured Party and Grantor are entering into that certain Loan and Security Agreement dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Capitalized terms used herein which are not defined, have the meanings set forth in the Loan Agreement, as the case may be.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Secured Party security interests in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in and to all intellectual property and all other Collateral.

NOW, THEREFORE, as collateral security for the payment and performance when due of all of the Obligations, Grantor hereby grants, represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure all of the Obligations, Grantor grants and pledges to Secured Party a security interest in all of Grantor's right, title and interest in, to and under its intellectual property, including without limitation the following:

(a) All present and future United States registered copyrights and copyright registrations, including, without limitation, the registered copyrights, maskworks, software, computer programs and other works of authorship subject to United States copyright protection listed in Exhibit A to this Agreement (and including all of the exclusive rights afforded a copyright registrant in the United States under 17 U.S.C. §106 and any exclusive rights which may in the future arise by act of Congress or otherwise) and all present and future applications for copyright registrations (including applications for copyright registrations of derivative works and compilations) (collectively, the "Registered Copyrights"), and any and all royalties, payments, and other amounts payable to Grantor in connection with the Registered Copyrights, together with all renewals and extensions of the Registered Copyrights, the right to recover for all past, present, and future infringements of the Registered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Registered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto.

(b) All present and future copyrights, maskworks, software, computer programs and other works of authorship subject to (or capable of becoming subject to) United States copyright protection which are not registered in the United States Copyright Office (the "Unregistered Copyrights"), whether now owned or hereafter acquired, and any and all royalties, payments, and other amounts payable to Grantor in connection with the Unregistered Copyrights, together with all renewals and extensions of the Unregistered Copyrights, the right to recover for

all past, present, and future infringements of the Unregistered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Unregistered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto. The Registered Copyrights and the Unregistered Copyrights collectively are referred to herein as the "Copyrights."

(c) All right, title and interest in and to any and all present and future license agreements with respect to the Copyrights.

(d) All present and future accounts, accounts receivable, royalties, and other rights to payment arising from, in connection with or relating to the Copyrights.

(e) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(f) 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 business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing, and all license royalties and proceeds of infringement suits, and all rights corresponding to the foregoing throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part of the foregoing.

2. Loan Agreement. The security interests hereunder are granted in conjunction with the security interests granted to Secured Party under the Loan Agreement. The rights and remedies of Secured Party with respect to the security interests 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 Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Loan Agreement or any of the other 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 Secured Party of any one or more of the rights, powers or remedies provided for in this

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 Secured Party, of any or all other rights, powers or remedies.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor shall undertake all commercially reasonable measures to cause its employees, agents and independent contractors to assign to Grantor all rights of authorship to any copyrighted material in which Grantor has or may subsequently acquire any right or interest.

(b) Grantor shall promptly advise Secured Party of any Trademark, Patent or Registered Copyright not specified in this Agreement, which is hereafter acquired by Grantor.

(c) This Agreement is a supplement to the Loan Agreement and the provisions of the Loan Agreement are hereby incorporated herein as though fully set forth herein, including without limitation the provisions of Article 11 of the Loan Agreement whereby the parties have agreed to the choice of governing law, the jurisdiction of certain courts, the waiver of rights to jury trial, and a judicial reference procedure, as more particularly set forth in the Loan Agreement.

(d) Grantor has no Registered Copyrights (including without limitation any pending applications therefore) except those listed in Exhibit A hereto. Grantor has no Patents (including without limitation any pending applications therefore) except those listed in Exhibit B hereto. Grantor has no Trademarks which are registered with the United States Patent and Trademark Office (including without limitation any pending applications therefore) except those listed in Exhibit C hereto.

4. General. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys fees, costs and disbursements. This Agreement may be amended only by a written instrument signed by both parties hereto. To the extent that any provision of this Agreement conflicts with any provision of the Loan Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Loan Agreement. This Agreement, the Loan Agreement, and the other Loan Documents comprise the entire agreement of the parties with respect to the matters addressed in this Agreement.

[remainder of page intentionally left blank; signature page immediately follows]


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:

400 Cokato Street East
Cokato, MN 55321

Grantor:

PAISLEY CONSULTING, INC.

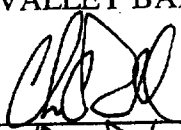
By: 
Title: CEO
Name: TIM WALA

Address of Secured Party:

3003 Tasman Drive
Santa Clara, California 95054

Secured Party:

SILICON VALLEY BANK

By: 
Title: VP - Relationship Manager