

REC

08-10-2006



103289094

To the Director of the U.S. Patent and Trademark Office: Please record this document or the new address(es) below.

1. Name of conveying party(ies):
DemandTec, Inc.

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

Additional name(s) of conveying parties attached? Yes No

3. Nature of conveyance/ Execution Date(s):

Execution Date(s): 7/25/06

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

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 HF 154**
 Street Address: **3003 Tasman Dr**
 City: **Santa Clara**
 State: **CA**
 Country: **US**
 Zip: **95054**

- 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)

OFFICE OF THE REGISTER
2006 AUG -9 PM 12:07
FINANCE SECTION

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
2,730,812

2,583,711

2,583,737

2,717,868

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: 4

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$ 115.00

- 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

212
40.00 OP
75.00 OP
08/09/2006 11:11:01
01 FC: 8521
02 FC: 8522

9. Signature. *Joe Carino* Signature

Date 7/29/06

LLowe c/o Josephine Carino
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: **14**

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the July 25, 2006 by and between SILICON VALLEY BANK, as Agent ("Agent") and DEMANDTEC, INC. ("Grantor").

RECITALS

A. Silicon Valley Bank and Gold Hill venture Lending 03, LP ("Lenders") have 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 among Agent, Lenders and Grantor dated the Effective Date (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). Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent 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 Agent 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 Agent 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 Agent under the Loan Agreement. The rights and remedies of Agent 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 Agent as a matter of law or equity. Each right, power and remedy of Agent 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 Agent 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 Agent, of any or all other rights, powers or remedies.

TRADEMARK

REEL: 003375 FRAME: 0736

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:

One Circle Star Way, Suite 200
San Carlos, CA 94070

Attn: Chief Financial Officer

Address of Agent:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

GRANTOR:

DEMANDTEC, INC.

By: Mark Gilman

Title: EVP & CFO

AGENT:

SILICON VALLEY BANK, as Agent

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:

DEMANDTEC, INC.

Address of Grantor:

One Circle Star Way, Suite 200
San Carlos, CA 94070

Attn: Chief Financial Officer

By: _____

Title: _____

AGENT:

SILICON VALLEY BANK, as Agent

Address of Agent:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

By:  _____

Title: _____

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

SEE ATTACHED 6 PAGE SCHEDULE

TRADEMARK

REEL: 003375 FRAME: 0740

Title	Serial Number Patent Number	Application Filing Date
Price Optimization System	U.S. Application 09/741,958	12/20/2000
Imputed Variable Generator	U.S. Application 09/742,472	12/20/2000
Econometric Engine	U.S. Application 09/741,956	12/20/2000
Financial Model Engine	U.S. Application 09/741,957	12/20/2000
Econometric Optimization Engine	U.S. Application 09/741,959	12/20/2000
Apparatus for Merchandise Price Optimization	U.S. Application 09/849,169	5/4/2001
Apparatus for Merchandise Promotion Optimization	U.S. Application 09/849,621	5/5/2001

Title	Serial Number Patent Number	Application Filing Date
Interface for Merchandise Price Optimization	U.S. Application 09/849,616 U.S. Patent 6,553,352	5/4/2001
Interface for Merchandise Price Optimization	PCT/US02/07414	3/11/2002
Interface for Merchandise Price Optimization	U.S. Application 10/144,537	5/10/2002
Interface for Merchandise Promotion Optimization	U.S. Application 09/849,448	5/4/2001
Interface for Merchandise Promotion Optimization	PCT/US02/14977	4/25/2002
System for Creating an Optimized Promotion Event Calendar	U.S. Application 09/849,783	5/5/2001

Title	Serial Number Patent Number	Application Filing Date
Price Optimization with Rule Relaxation	U.S. Application 09/888,340	6/22/2001
Interface for Selective Merchandise Price Optimization	U.S. Application 09/994,465	11/26/2001
Apparatus and Method for Selective Merchandise Price Optimization	U.S. Application 09/999,079	11/30/2001
Selective Merchandise Price Optimization Mechanism	U.S. Application 09/999,076	11/30/2001
Subset Optimization System	U.S. Application 10/006,608	11/30/2001
Rule Relaxation and Subset Optimization System	U.S. Application 10/007,002	11/30/2001
Intelligent Clustering System	U.S. Application 10/092,361	3/5/2002

Title	Serial Number Patent Number	Application Filing Date
Significance of Price Change Indicator	U.S. Application 10/082,346	3/5/2002
Combined PCT for DEM1P008, DEM1P010, DEM1P011	PCT/US02/38710	11/15/2002

Title	Serial Number Patent Number	Application Filing Date
Method and Apparatus for Providing Price Updates	U.S. Application 10/264,314 U.S. Patent 6,851,604	10/2/2002
Method and Apparatus for Providing Price Updates	PCT/US03/30488	9/29/2003

Title	Serial Number Patent Number	Application Filing Date
Method and Apparatus for Providing Price Updates	U.S. Application 11/025,678	12/28/2004
User Interface for a Rules Engine and Methods Therefor	U.S. Application 10/429,230	5/1/2003
Plan Tuning Engine	U.S. Application No. 11/365,153	2/28/2006
Scalable Tuning Engine	U.S. Application No. 11/364,966	2/28/2006
Computer Architecture	U.S. Application No. 11/365,634	2/28/2006

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
DEMAND BETTER	2,730,812	06/24/2003
DEMANDTEC	2,583,711	06/18/2002
PROFIT AT THE CENTER	2,583,737	06/18/2002
MISCELLANEOUS DESIGN (D LOGO)	2,717,868	05/20/2003

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE