

11-15-2006

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)



J.S. DEPARTMENT OF COMMERCE
States Patent and Trademark Office

REC 103336206
TRADEMARKS ONLY

2006 OCT -2 AM 10:25

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

FINANCE SECTION

11/13/06

1. Name of conveying party(ies):

Avexus, Inc.

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

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bridge Bank, National Association

Internal

Address:

Street Address: 55 Almaden Blvd.

City: San Jose

State: CA

Country: United States

Zip: 95113

Association Citizenship United States

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)

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

Execution Date(s) 8/17/06

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

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

A. Trademark Application No.(s)

78/459,846 78/553,748
78/553,727 78/553,740

B. Trademark Registration No.(s)

2,364,907

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Bridge Bank, National Association

Internal Address:

Street Address: 55 Almaden Blvd.

City: San Jose

State: CA Zip: 95113

Phone Number: 408-556-8300

Fax Number: 408-423-8510

Email Address:

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 120.00

- 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 _____

9. Signature:

Signature

Date

Jennifer Acevedo
Name of Person Signing

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

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

TRADEMARK
REEL: 003436 FRAME: 0840

OFFICE OF TRADEMARK RECORDATION
2006 NOV 13 AM 9:17
FINANCE SECTION

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 17, 2006, (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and Avexus, Inc., ("Grantor") is made with reference to the Business Financing Agreement, dated as of August 17, 2006 (as amended from time to time, the "Financing Agreement"), between Lender and Grantor. Terms defined in the Financing Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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 intellectual property rights identified above;

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

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

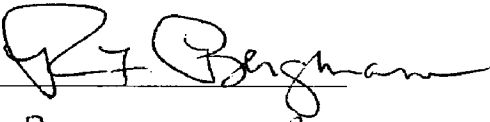
(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Financing Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

AVEXUS, INC.

By: 

Name: Richard F. Bergmann

Title: CEO

Address for Notices:

Attn: Richard F. Bergmann III


10182 Telesis Court, Suite 600

San Diego, CA 92121

Fax: (858) 352-3301

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By: 

Name: LEE SHODISS

Title: SVP

Address for Notices:

Attn: Lee Shodiss

55 Almaden Blvd.

San Jose, CA 95113

Tel: (408) 556-6502

Fax: (408) 423-8510

Lee A. Shodiss
Senior Vice President & Manager

EXHIBIT A

COPYRIGHTS

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B

TRADEMARKS

Description

Registration/
Application
Number

Registration/
Application
Date

See attached

EXHIBIT C

PATENTS

Description

Registration/
Application
Number

Registration/
Application
Date

None

AVEXUS, INC.
 TRADEMARK STATUS CHART
 AUGUST 2006

TRADEMARK	COUNTRY	APPLICATION/ REGISTRATION NUMBER	GOODS AND SERVICES	STATUS
<u>AVEXNET</u>	US	Application No. 78/459,846	Class 9: Computer program that links software application modules and bridges reporting, presentation, workflow management and integration functions across software application modules	PENDING Filed intent-to-use application on 07/30/04
<u>AVEXUS</u>	US	Application No. 78/553,727	Class 9: Computer software for facilitating information flow throughout and giving visibility to each step in maintenance, repair and overhaul, manufacturing and production, asset management and service operations processes; computer software for controlling project costs and maintaining project deadlines; computer software for linking software application modules and bridging report, presentation, workflow management and integration functions across software application modules and data sources	PENDING Filed intent-to-use application on 01/25/05
<u>AVEXUS</u>	US	Application No. 78/553,740	Class 35: Business consultation for business management, production management, asset management, and service operations process management; business consultation services for helping companies effectively manage their role in the overall asset lifecycle by integrating business processes and data for manufacturing and aftermarket services within a single software solution; business consultation services for providing integrated suites of functional components that can be deployed as a	PENDING Filed intent-to-use application on 01/25/05

TRADEMARK	COUNTRY	APPLICATION/ REGISTRATION NUMBER	GOODS AND SERVICES	STATUS
<p><u>AVEXUS</u></p>	<p>US ✓</p>	<p>Application No. 78/553,748</p>	<p>complete enterprise solution or selectively integrated into a pre-existing information technology environment; business consultation services for linking software application modules and bridging report, presentation, workflow management and integration functions across software application modules and data sources Class 37: Consultation services with respect to maintenance, repair and overhaul of an entire range of a client's high-value, complex assets in the aviation, aerospace, defense, power generation, and transportation industries Class 40: Consultation services with respect to the manufacture of an entire range of a client's high-value, complex assets in the aviation, aerospace, defense, power generation, and transportation industries</p>	<p>PENDING Filed intent-to-use application on 01/25/05</p>

TRADEMARK	COUNTRY	APPLICATION/ REGISTRATION NUMBER	GOODS AND SERVICES	STATUS
SMARTBENCH	US	Application No. 78/439,639	integration functions across software application modules and data sources Class 9: Computer software for use in delivering digitized product configuration management data to maintenance, repair and overhaul facilities for the planning and management of maintenance, repair and overhaul activities	ABANDONED
IMPRESA ^{II}	US	Application No. 75/328,918 Registration No. 2,364,907	Class 9: Computer software for use in enterprise resource planning and management	REGISTERED Filed 7/22/97 Registered 07/04/00; Filed Section 8 & 15 07/06 First Use: 11/97
IMPRESA	Australia	Registration No 807090	Class 9: Computer software, computer hardware; computer programs recorded on computer accessible storage media; computer software for use in business application and enterprise resource planning and management Class: 42: Computer consultation services, including programming services, technical support services	REGISTERED
AVEXUS	Canada	Application No. 1,266,040	Computer software for facilitating information flow throughout and giving visibility to each step in maintenance, repair and overhaul, manufacturing and production, asset management and service operations processes; computer	PENDING Filed 07/25/05

TRADEMARK	COUNTRY	APPLICATION/ REGISTRATION NUMBER	GOODS AND SERVICES	STATUS
			<p>software for controlling project costs and maintaining project deadlines; computer software for linking software application modules and bridging report, presentation, workflow management and integration functions across software application modules and data sources; Business and consultation services for business, maintenance, repair and overhaul, manufacturing and production, asset management and service operations process management; business and consultation services for helping companies effectively manage their role in the overall asset lifecycle by integrating business processes and data for manufacturing and aftermarket services within a single software solution; business and consultation services for providing integrated suites of functional components that can be deployed as a complete enterprise solution or selectively integrated into a pre-existing information technology environment; business and consultation services for linking software application modules and design and development of computer hardware and software; design and development of computer software for facilitating decision making and information flow throughout and giving visibility to each step in manufacturing or service operations processes; design and development of flexible; Web-based programs for controlling project cost and</p>	

TRADEMARK	COUNTRY	APPLICATION/ REGISTRATION NUMBER	GOODS AND SERVICES	STATUS
AVEXNET	Canada	Application No. 1,241,592	maintaining project deadlines; design and development of computer hardware and software for linking software application modules and bridging report, presentation, workflow management and integration functions across software application modules and data sources	PENDING Filed 12/22/04
SMARTBENCH	Canada	Application No. 1,240,676	Computer program that links software application modules and bridges reporting, presentation, workflow management and integration functions across software application modules	PENDING Filed 12/14/04
AVEXUS	European Community (CTM)	Application No. 4,555,322	Class 9: Computer software for facilitating information flow throughout and giving visibility to each step in maintenance, repair and overhaul, manufacturing and production, asset management and service operations processes; computer software for controlling project costs and maintaining project deadlines; computer software for linking software application modules and bridging report, presentation, workflow management and integration functions	PENDING Filed 07/22/05

TRADEMARK	COUNTRY	APPLICATION/ REGISTRATION NUMBER	GOODS AND SERVICES	STATUS
			<p>across software application modules and data sources</p> <p>Class 35: Business and consultation services for business, maintenance, repair and overhaul, manufacturing and production, asset management and service operations process management; business and consultation services for helping companies effectively manage their role in the overall asset lifecycle by integrating business processes and data for manufacturing and aftermarket services within a single software solution; business and consultation services for providing integrated suites of functional components that can be deployed as a complete enterprise solution or selectively integrated into a pre-existing information technology environment; business and consultation services for linking software application modules and bridging report, presentation, workflow management and integration functions across software application modules and data sources.</p> <p>Class 42: Design and development of computer hardware and software; design and development of computer software for facilitating decision making and information flow throughout and giving visibility to each step in manufacturing or service operations processes; design and development of flexible Web-based</p>	

TRADEMARK	COUNTRY	APPLICATION/ REGISTRATION NUMBER	GOODS AND SERVICES	STATUS
IMPRESA	European Community (CTM)	Registration No 822031	<p>programs for controlling project cost and maintaining project deadlines; design and development of computer hardware and software for linking software application modules and bridging report, presentation, workflow management and integration functions across software application modules and data sources</p> <p>Class 9: Computer hardware and computer software; software for use in enterprise resource planning and management</p> <p>Class 16: Printed matter; catalogues, brochures and leaflets; user and instruction manuals</p> <p>Class 42: Research, design and consultancy services relating to computer hardware and computer software; computer programming; support and maintenance services for computer software; provision of access to computer databases.</p>	REGISTERED
IMPRESA	United Kingdom	Registration No 2138653	<p>Class 9: Computer hardware and computer software, none for use in creating or recreating emblems or devices; computer software for use in enterprise resource planning and management.</p>	REGISTERED