

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
KNOWLEDGEPOINT, LLC		11/27/2006	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3353 Peachtree Road, NE		
Internal Address:	North Tower, Suite M-10		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2426255	KNOWLEDGEPOINT	
Registration Number:	1960850	INTELLI-TEXT	
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		
Address Line 1:	600 Peachtree Street, N.E.		
Address Line 2:	Troutman Sanders LLP - Suite 5200		
Address Line 4:	Atlanta, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	220763.719		
NAME OF SUBMITTER:	Anne E. Yates		

OP \$65.00 2426255

Signature:	/aey/
Date:	02/01/2007
Total Attachments: 8 source=Knowledepoint I.P. Security Agreement#page1.tif source=Knowledepoint I.P. Security Agreement#page2.tif source=Knowledepoint I.P. Security Agreement#page3.tif source=Knowledepoint I.P. Security Agreement#page4.tif source=Knowledepoint I.P. Security Agreement#page5.tif source=Knowledepoint I.P. Security Agreement#page6.tif source=Knowledepoint I.P. Security Agreement#page7.tif source=Knowledepoint I.P. Security Agreement#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 27, 2006 by and between **SILICON VALLEY BANK ("Bank")** and **KNOWLEDGEPOINT, LLC ("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 among Bank, Grantor and Vurv Technology, Inc. dated November 27, 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.

(Signature page follows)

Intellectual Property Agreement

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SVB/Vurv (KnowledgePoint)
TYSON01 306703v3 220763-000719

TRADEMARK
REEL: 003473 FRAME: 0562

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.

GRANTOR:

Address of Grantor:

KNOWLEDGEPOINT, LLC

By: 

Title: CFO

Attn: _____

BANK:

Address of Bank:

SILICON VALLEY BANK

3353 Peachtree Road, NE
North Tower, Suite M-10
Atlanta, GA 30326
Attn: Dale Kirkland

By: _____

Title: _____

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.

GRANTOR:

Address of Grantor:

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Attn: _____

KNOWLEDGEPOINT, LLC

By: _____

Title: _____

BANK:

Address of Bank:

3353 Peachtree Road, NE
North Tower, Suite M-10
Atlanta, GA 30326
Attn: Dale Kirkland

SILICON VALLEY BANK

By:  _____

Title: SVB _____

KNOWLEDGEPOINT, LLC

Schedule A - Copyrights

<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner/Assignee</u>	<u>Security Interest</u>
Abra people manager.	TX-4-438-172	11/08/1996	KnowledgePoint, LLC	None recorded
Intelli-text designer: version 4.0.	TX-5-031-428	06/28/1999	KnowledgePoint, LLC	None recorded
Performance now enterprise, edition 3.0E.	TX-4-338-747	07/18/1996	KnowledgePoint, LLC	None recorded
Descriptions now!	TX-3-896-474	06/20/1994	KnowledgePoint	None recorded
Descriptions Now!	TX-4-408-875	07/18/1996	KnowledgePoint	None recorded
Descriptions Now! version 4.01a	TX-4-998-148	06/28/1999	KnowledgePoint	None recorded
Competency modules.	N/A	N/A	KnowledgePoint, LLC	None recorded
Competency alignment service.	N/A	N/A	KnowledgePoint, LLC	None recorded
Descriptions now v. 4.01 for NADA	N/A	N/A	KnowledgePoint, LLC	None recorded
Design and planning.	N/A	N/A	KnowledgePoint, LLC	None recorded
Framework for teaching for ETS.	N/A	N/A	KnowledgePoint, LLC	None recorded
Installation and support training.	N/A	N/A	KnowledgePoint, LLC	None recorded
Performance impact.	N/A	N/A	KnowledgePoint, LLC	None recorded
Performance impact workplace.	N/A	N/A	KnowledgePoint, LLC	None recorded
Performance management plus w/product training.	N/A	N/A	KnowledgePoint, LLC	None recorded

<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner/Assignee</u>	<u>Security Interest</u>
Performance management plus w/o product training.	N/A	N/A	KnowledgePoint, LLC	None recorded
PersonnelPolicies.com.	N/A	N/A	KnowledgePoint, LLC	None recorded
Plus w/o prod. training.	N/A	N/A	KnowledgePoint, LLC	None recorded
Plus w/product training.	N/A	N/A	KnowledgePoint, LLC	None recorded
Policies now v. 1.0 for NADA	N/A	N/A	KnowledgePoint, LLC	None recorded
System administrator training.	N/A	N/A	KnowledgePoint, LLC	None recorded
Train-the-trainer for user training.	N/A	N/A	KnowledgePoint, LLC	None recorded
Train-the-trainer for performance management.	N/A	N/A	KnowledgePoint, LLC	None recorded
Train-the- trainer for performance management.	N/A	N/A	KnowledgePoint, LLC	None recorded
Ultimate employer.	N/A	N/A	KnowledgePoint, LLC	None recorded
User training.	N/A	N/A	KnowledgePoint, LLC	None recorded
Web user training.	N/A	N/A	KnowledgePoint, LLC	None recorded
People manager.	N/A	N/A	KnowledgePoint	None recorded
People manager plus.	N/A	N/A	KnowledgePoint	None recorded

KNOWLEDGEPOINT, LLC

Schedule B - Trademarks

<u>Mark</u>	<u>Status</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Owner/Assignee</u>	<u>Security Interest</u>
KNOWLEDGEPOINT	Registered	2426255	02/06/2001	KNOWLEDGEPOINT, LLC	None recorded
INTELLI-TEXT	Registered	1960850	03/05/1996	KNOWLEDGEPOINT, LLC	None recorded

KNOWLEDGEPOINT, LLC

Schedule C – Patents/Patent Applications

<u>Title</u>	<u>Patent/Patent Application Number (Publication Number)</u>	<u>Issue/Filing Date</u>	<u>Owner/ Assignee</u>	<u>Security Interest</u>
None	N/A	N/A	N/A	N/A

Schedule C – Patent/Patent Applications