

01-31-2007

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/21)

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



103367942

2007 JAN 30 PM 12:35

1-30-07

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

1. Name of conveying party(ies):

Software Made Easy

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

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

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

Execution Date(s)

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bridge Bank National Association

Internal

Address: Technology Support Services

Street Address: 55 Almaden Blvd

City: San Jose

State: CA

Country: U.S.A Zip: 95113

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other Not Assoc.

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.

A. Trademark Application No.(s)

78959871, 78521104

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

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

78959871 - Project Invasion, 8/24/2006

78521104 - Process in Vision, 11/22/2004

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

Name: Bridge Bank National Association

Internal Address: Technology Support Services

Street Address: 55 Almaden Blvd

City: San Jose

State: CA Zip: 95113

Phone Number: (408) 554-6503

Fax Number:

Email Address:

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- 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

Adriana M. Tonelli

Name of Person Signing

Jan 12, 2007
Date

Total number of pages including cover sheet, attachments, and document: 6

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

01/30/2007 DBYRNE 00000186 78959871

01 FC:8521
02 FC:8522

(40.00 OP
25.00 OP)

TRADEMARK
REEL: 003473 FRAME: 0761

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 17, 2006, (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and SOFTWARE MADE EASY, ("Grantor") is made with reference to the Business Financing Agreement, dated as of October 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:

SOFTWARE MADE EASY

By: 

Name: Matthew B. Meblin

Title: CEO

Address for Notices:

1595 Grant Avenue, 2nd Floor

Novato, CA 94945

Fax: (415) 209-1100

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By: 

Name: _____

Title: Betty L. Linvill
Senior Vice President

Address for Notices:

55 Almaden Blvd.

San Jose, CA 95113

Fax: (408) 423-8510

EXHIBIT A

COPYRIGHTS

Description	Registration/ Application Number	Registration/ Application Date
Project Planning & Tracking with Microsoft Project (for windows)	TX-4-816-307	7/6/1998
Project InVision (Project Control)	TX 4-765-366	7/6/1998
Project Planning and Tracking with Microsoft Project (for macintosh)	TX-3463-968	4/27/1992



EXHIBIT B

TRADEMARKS

Description

Registration/
Application
Number

Registration/
Application
Date

Project InVision

2243737/75350424.

9/21/1997

Project InVision

7 89 59871

8/28/04

Process InVision

78521104

8/28/06



EXHIBIT C

PATENTS

Description

Registration/
Application
Number

Registration/
Application
Date

N/A