

03-14-2007



103382262

3.12.07

To the Director of the U.S. Patent and

documents or the new address(es) below.

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

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

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

2. Name and address of receiving party(ies):
 Additional name(s) of conveying parties attached? Yes No

Name: **Silicon Valley Bank**

Internal Address

Street Address: **3003 Tasman Drive**

City: **Santa Clara**
 State: **CA**
 Country: **USA**
 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 PUBLIC RECORDS
 2007 MAR 12 PM 1:16
 FINANCE SECTION

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

Execution Date(s): **January 30, 2007**

Assignment Merger
 Security Agreement Change of Name
 Other :

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)
2490708 2905241	
77011249 77011253	
2494335 77037876	
78957989	
2905240	

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: **HF154**

Street Address: **3003 TASMAN DRIVE**

City: **SANTA CLARA** State: **CA** ZIP: **95054**

Phone Number: **(408)654-4044**

Fax Number: **(408)654-6313**

Email Address: **AMDC@SVB.COM**

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$ 215.00

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. *Paulina Estrada* March 7, 2007
 Signature Date

Paulina Estrada Total number of pages including cover sheet, attachments, and document:
 Name of Person Signing

00000043 2490708
 40.00 DP
 175.00 DP
 03/13/2007 DBYRNE
 01 FC:8521
 02 FC:8522

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and NIMBLEFISH TECHNOLOGIES, INC. ("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 between Bank 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). 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, 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 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, 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 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.

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:

NIMBLEFISH TECHNOLOGIES, INC.

By: 

Title: CFO

Address of Grantor:

149 New Montgomery Street, Sixth Floor
San Francisco, CA 94105

Attn: CFO

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

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:

Address of Grantor:

NIMBLEFISH TECHNOLOGIES, INC.

149 New Montgomery Street, Sixth Floor
San Francisco, CA 94105

By: _____

Title: _____

Attn: _____

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054-1191

By:  _____

Title: Senior Relationship Manager

Attn: Mark Lau

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT C

Trademarks

Description	Registration/Application Number	Registration/Application Date
Nimblefish	2490708	registered – 09/18/2001
Nimblefish	77011249	filed – 09/30/2006
PURL	2494335	registered – 10/02/2001
PURL	78957989	filed – 08/22/2006
Individua	2905240	registered – 11/23/2004
Individua	2905241	registered – 11/23/3004
Nimblevoice	77011253	filed - 09/30/2006
Nimblevision	77037876	filed – 11/06/2006

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE