

**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
RENEW DATA CORP.		03/20/2007	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	75 E. Trimble Road
Internal Address:	MC 4770
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95131
Entity Type:	Michigan Banking Corporation:

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2842389	
Registration Number:	2750138	RENEW DATA
Serial Number:	78760352	EVIDENCE. NOT DATA.
Serial Number:	78734748	CONSULTNOW
Serial Number:	78734737	EDISCOVERYNOW
Serial Number:	78734727	PRESERVATIONNOW
Serial Number:	78714091	DISCOVERYONE
Serial Number:	78714087	DISCOVERYONE
Serial Number:	78572630	ACTIVEVAULT
Serial Number:	78186566	RENEW DATA
Serial Number:	76469397	

CORRESPONDENCE DATA

CH \$290.00 2842389

Fax Number: (858)550-6420  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 858-550-6403  
Email: erin.obrien@cooley.com  
Correspondent Name: Erin O'Brien  
Address Line 1: c/o Cooley Godward Kronish LLP  
Address Line 2: 4401 Eastgate Mall  
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	036703-1181 RENEWDATA
NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	03/27/2007

**Total Attachments: 5**

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement is entered into as of March 20, 2007 by and between COMERICA BANK ("Bank") and RENEW DATA CORP., a Texas corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, 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 Exhibits 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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.

Address of Grantor:

9500 Arboretum Blvd., Suite L2-120  
Austin, TX 78759

Attn: Chief Executive Officer

GRANTOR:

RENEW DATA CORP.

By: 

Title: CEO

Address of Bank:

75 East Trimble Road, M/C 4770  
San Jose, California 95131  
Attn: Manager

BANK:

COMERICA BANK

By: 

Title: Vice President

EXHIBIT A

Copyrights

	<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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GT6523614.2  
329034-174

EXHIBIT B

Patents

<u>Description</u>	<u>Patent Application No./Issued Patent No.</u>	<u>Date</u>
Method and System for Enterprise-Wide Retention of Digital or Electronic Data <i>(Provisional)</i>	60/440,728	01/17/03
Method and System for Enterprise-Wide Retention of Digital or Electronic Data <i>(Conversion)</i>	10/759,622	01/16/04
System and Method for Data Extraction in a Non-Native Environment, Data De-Duplication, Database Creation and Manipulation, Image Back-Up and PST File Monitoring <i>(Provisional)</i>	60/440,855	01/17/03
System and Method for Data Extraction Form Email Files <i>(Conversion)</i>	10/759,663	01/16/04
System and Method for Data De-Duplication <i>(Conversion)</i>	10/759,599	01/16/04
System and Method for Data Extraction and Backup Database <i>(Conversion)</i>	10/759,623	01/16/04
System and Method of Monitoring a Personal Folder File <i>(Conversion)</i>	10/760,010	01/16/04
System and Method for Detecting Out of Place or Incorrect Content in a Stream of Data <i>(Provisional)</i>	60/634,352	12/08/04
System and Method for Detecting Incongruous or Incorrect Media in a Data Recovery Process <i>(Conversion)</i>	11/294,950	12/06/2005
System and Method for Management of Retention Periods for Content in a Computing System <i>(Provisional)</i>	60/651,121	02/08/05
System and Method for Management of Retention Periods for Content in a Computing System <i>(Conversion)</i>	11/349,570	02/08/2006

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
(design only)	2,842,389	5/18/2004
Renew Data	2,750,138	8/12/2003
Evidence. Not Data (block letters)	78-760352	11/23/2005
Consultnow (block letters)	78-734748	10/17/2005
Ediscoverynow (block letters)	78-734737	10/17/2005
Preservationnow (block letters)	78-734727	10/17/2005
Discovereveryone (stylized letters)	78-714091	9/15/2005
Discovereveryone (block letters)	78-714087	9/15/2005
Activevault (block letters)	78-572630	2/22/2005
Renew Data	78-186566	11/19/2002
(design only)	76-469397	11/19/2002