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# 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
SYNDERA CORPORATION		04/20/2007	CORPORATION: DELAWARE

## **RECEIVING PARTY DATA**

Name:	SILICON VALLEY BANK
Street Address:	2400 Hanover Street
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94304
Entity Type:	CORPORATION: CALIFORNIA

#### PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3001602	SYNDERA
Registration Number:	2890364	SYNDERA
Serial Number:	78870547	MONITOR. ANALYZE. ACT.
Serial Number:	78870607	RIGHT-TIME OPERATIONAL BI
Serial Number:	78870576	RIGHT-TIME OPERATIONAL INTELLIGENCE
Serial Number:	78870596	RIGHT-TIME OPERATIONAL BUSINESS INTELLIGENCE
Serial Number:	78630470	

## **CORRESPONDENCE DATA**

Fax Number: (404)962-6836

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 404-885-3697

Email: trademarks@troutmansanders.com

Correspondent Name: Anne E. Yates, Esq.
Address Line 1: 600 Peachtree Street, N.E.

Address Line 2: Troutman Sanders LLP - Suite 5200

TRADEMARK REEL: 003559 FRAME: 0453

900079079

Address Line 4: Atlanta, GEORGIA 30308-2216			
ATTORNEY DOCKET NUMBER:	220763.763		
NAME OF SUBMITTER:	Anne E. Yates, Esq.		
Signature:	/aey/		
Date:	06/12/2007		
Total Attachments: 6 source=Syndera Corporation I.P. Security Agreement#page1.tif source=Syndera Corporation I.P. Security Agreement#page2.tif source=Syndera Corporation I.P. Security Agreement#page3.tif source=Syndera Corporation I.P. Security Agreement#page4.tif source=Syndera Corporation I.P. Security Agreement#page5.tif source=Syndera Corporation I.P. Security Agreement#page6.tif			

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 20, 2007 by and between SILICON VALLEY BANK ("Bank") and SYNDERA CORPORATION ("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 of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein but not defined in this Agreement shall have the meanings given to them 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 Exhibits A, B and C hereto) (the "Intellectual Property Collateral"), 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.

As used herein, the following terms shall have the following meanings:

"Copyrights" are all copyright rights, applications or registrations and like protections in each work or authorship or derivative work, whether published or not (whether or not it is a trade secret) now or later existing, created, acquired or held.

"Patents" are patents, patent applications and like protections, including improvements, divisions, continuations, renewals, reissues, extensions and continuations in part of the same.

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"Trademarks" are trademark and service mark rights, registered or not, applications to register and registrations and like protections, and the entire goodwill of the business of Grantor connected with the trademarks.

[Signature pages follows.]

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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:

805 Veteran's Blvd.

Suite 322 Redwood City, CA 94063

Attn: Legal Department

BANK:

SILICON VATÍ EVELANI

SYNDERA CORPORATION

2400 Hanover Street Palo Alto, California 94304

Attn: Eric Johnson

Address of Bank:

[Signature Page]

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# EXHIBIT A

Copyrights

<u>Description</u> Regi

Registration/ Application Number Registration/ Application <u>Date</u>

None N/A N/A

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# EXHIBIT B

Patents

Description

Registration/ Application Number

Registration/ Application Date

None

N/A

N/A

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# EXHIBIT C

## Trademarks

<u>Description</u>	Registration/ Application Number	Registration/ Application <u>Date</u>
SYNDERA (trademark)	3001602	09/27/2005
SYNDERA (service mark)	2890364	09/28/2004
MONITOR. ANALYZE. ACT. (service mark)	78/870547	04/26/2006
RIGHT-TIME OPERATIONAL BI (service mark)	78/870607	04/26/2006
RIGHT-TIME OPERATIONAL INTELLIGENCE (service mark)	78/870576	04/26/2006
RIGHT-TIME OPERATIONAL BUSINESS INTELLIGENCE (service mark)	78/870596	04/26/2006
DESIGN ONLY (trademark)	78/630470	05/16/2005

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**RECORDED: 06/12/2007**