

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Amended and Restated Intellectual Property Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Lombardi Software, Inc.		05/23/2007	CORPORATION:

**RECEIVING PARTY DATA**

<b>Name:</b>	Comerica Bank
<b>Street Address:</b>	75 East Trimble Road
<b>Internal Address:</b>	M/C 4770
<b>City:</b>	San Jose
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95131
<b>Entity Type:</b>	CORPORATION:

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Serial Number:	78382020	LOMBARDI SOFTWARE
Serial Number:	77037747	LOMBARDI BLUEPRINT
Serial Number:	77037783	LOMBARDI ENTERPRISE PROCESS PLATFORM
Serial Number:	77037778	LOMBARDI EPP
Serial Number:	76270269	VALUENOW
Serial Number:	75899340	TEAMWORKS
Serial Number:	75899348	LOMBARDI SOFTWARE
Serial Number:	75842379	LOMBARDI SOFTWARE

**CORRESPONDENCE DATA**

**Fax Number:** (858)677-1401  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
**Phone:** 8586386733  
**Email:** karen.johanson@dlapiper.com  
**Correspondent Name:** DLA Piper US LLP

CH \$215.00 78382020

Address Line 1: 4365 Executive Dr., Suite 1100  
Address Line 2: Attn: Karen Johanson  
Address Line 4: San Diego, CALIFORNIA 92121-2133

ATTORNEY DOCKET NUMBER:	329034-287
NAME OF SUBMITTER:	Troy Zander
Signature:	/Troy Zander/
Date:	06/14/2007

**Total Attachments: 8**  
source=Lombardi IPSA#page1.tif  
source=Lombardi IPSA#page2.tif  
source=Lombardi IPSA#page3.tif  
source=Lombardi IPSA#page4.tif  
source=Lombardi IPSA#page5.tif  
source=Lombardi IPSA#page6.tif  
source=Lombardi IPSA#page7.tif  
source=Lombardi IPSA#page8.tif

## SECOND AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 23, 2007 by and between COMERICA BANK ("Bank") and LOMBARDI SOFTWARE, INC., a Delaware 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 Second 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.

C. Bank and Borrower have previously entered into that certain Amended and Restated Intellectual Property Security Agreement dated as of March 22, 2005 (the "Original IP Agreement"). Except as otherwise set forth herein, this Agreement is intended to and does completed amend and restate, without novation, the Original IP Agreement. All security interests granted under the Original IP Agreement are hereby confirmed and ratified and shall continue to secure all Obligations under the Loan Agreement.

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.

GRANTOR:

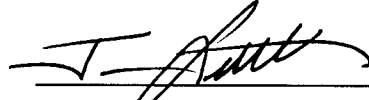
Address of Grantor:

4516 Seton Center Parkway, Suite 250  
Austin, TX 75759

Attn: Chief Executive Officer

LOMBARDI SOFTWARE, INC.

By:



Title:

CFO

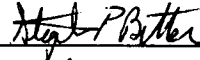
BANK:

Address of Bank:

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

COMERICA BANK

By:



Title:

AUP

EXHIBIT A

Copyrights

	<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
	None.		

# Patents

## From Lombardi Products

Main page > Patents

## Contents

- 1 Process Optimizer Patent Applications (4)
  - 1.1 Law Firm Contact Info
  - 1.2 Final Patent Applications (12-04-2006)
  - 1.3 Provisional Filings 11-06-2006
- 2 Performance Server Patent Applications (4)
  - 2.1 Law Firm Contact Info
  - 2.2 Final Patent Applications (12-08-2005)

## Process Optimizer Patent Applications (4)

### Law Firm Contact Info

```
-----  
Firm: Meyertons Hood Kivlin Kowert & Goetzel PC  
Primary Lawyer: Jeffrey C. Hood (jhood@intprop.com)  
Secondary Lawyer: Joel Stephans (jstevens@intprop.com)  
Admin & Billing Contact: Jeannie Miranda (jmiranda@intprop.com)  
Meyertons Hood Kivlin Kowert & Goetzel PC  
700 Lavaca, Suite 800, Austin, Texas 78701  
Direct Dial: (512) 853-8821 Facsimile: (512) 853-8801  
-----
```

### Final Patent Applications (12-04-2006)

1. "Business Process Diagram Data Collection" (US Patent Application Serial No. 11/609,565 - Attorney Docket No. 6128-00300)
  2. "Business Process Diagram Visualization Using Timeline-Based Heat Maps" (US Patent Application Serial No. 11/566,045 - Attorney Docket No. 6128-00200)
  3. "Business Process Diagram Visualization Using Heat Maps" (US Patent Application Serial No. 11/566,036 - Attorney Docket No. 6128-00101)
  4. "Modification of a Diagram for Business Process Optimization" (US Patent Application Serial No. 11/566,065 - Attorney Docket No. 6128-00400)
- 3 of the 4 patent applications (ZIP)

## Provisional Filings 11-06-2006

- Main Application Description & Claims (PDF)
- Drawings (PDF)
- App Data Sheet (PDF)
- Acknowledgement Receipt (PDF)

## Performance Server Patent Applications (4)

### Law Firm Contact Info

William N. Hulsey III, Esq.  
Principal, HULSEYIP Intellectual Property Lawyers, P.C.  
Attorneys & Counselors in IP Matters™  
Senior Research Fellow, IC2 Institute, University of Texas, Austin  
1250 S. Capital of Texas Highway, Building 3, Suite 610  
Austin, Texas 78746  
{O}512-795-1295; {F}512-233-2602; {C}512-658-7173  
Bill.Hulsey@HULSEYIPLaw.com  
www.HULSEYIPLaw.com

## Final Patent Applications (12-08-2005)

Word Format: ZIP

- ✓ ■ "Business Method For Continuous Process Improvement" (20,050,273,352)
- ✓ ■ "Method Of Exposing Normalized Data As Denormalized Tables" (20,060,095,413)
- ✓ ■ "Method For Calculating Business Process Durations" (20,050,251,793)
- ✓ ■ "Method of separating reporting definitions from execution definitions in a process" (20,050,251,436)

---

This page was last modified 13:21, 19 March 2007. This page has been accessed 64 times.

EXHIBIT B

Patents

<u>Description</u>	<u>Patent Application No./Issued Patent No.</u>	<u>Date</u>
Method of exposing normalized data as denormalized tables	20060095413	5/4/06
Business method for continuous process improvement	20050273352	12/8/05
Method for calculating business process durations	20050251793	11/10/05
Method of separating reporting definitions from execution definitions in a business process	20050251436	11/10/05
Business process diagram data collection	11609565	12/4/06
Business process diagram visualization using timeline-based heat maps	11566045	12/4/06
Business process diagram visualization using heat maps	612800101	12/4/06
Modification of a diagram for business process optimization	612800400	12/4/06



EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
LOMBARDI SOFTWARE	78382020	3/10/04
LOMBARDI BLUEPRINT	77037747	11/06/06
LOMBARDI ENTERPRISE PROCESS PLATFORM	77037783	11/06/06
LOMBARDI EPP	77037778	11/06/06
VALUENOW	76270269	06/11/01
TEAMWORKS	75899340	1/20/00
LOMBARDI SOFTWARE	75899348	1/20/00
LOMBARDI SOFTWARE	75842379	11/6/99

Section 3.11

Intellectual Property

Section 3.11(a)

1. List of Patents, Patent Applications, trademarks, service marks, trademark and service mark applications, trade names, copyright registrations and licenses:

Trademarks

- U.S. Trademark Registration No. 2,474,505 for the Mark “TEAMWORKS”
- U.S. Trademark Registration No. 2,555,815 for the Mark “VALUENOW”
- U.S. Trademark Registration No. 3,003,866 for the Mark “LOMBARDI SOFTWARE”
- Applications have been filed for the following U.S. Trademarks:

<b>Trademark</b>	<b>File Date</b>
LOMBARDI BLUEPRINT	November 6, 2006
LOMBARDI EPP	November 6, 2006
LOMBARDI ENTERPRISE PROCESS PLATFORM	November 6, 2006

- Australia Trademark Registration No. 857,379 for the Mark “LOMBARDI SOFTWARE”
- European Community Trademark Registration No. 3563632 for the Mark “LOMBARDI SOFTWARE”
- European Community Trademark Registration No. 3498748 for the Mark “TEAMWORKS”
- Norway Trademark Registration No. 210,600 for the Mark “LOMBARDI SOFTWARE”