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
AUTHORIA, INC.		09/11/2007	CORPORATION:

RECEIVING PARTY DATA

Name:	TRIPLEPOINT CAPITAL LLC
Street Address:	2420 Sand Hill Road
Internal Address:	Suite 101
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2652361	AUTHORIA
Registration Number:	2931811	AUTHORIA
Registration Number:	2933432	'.}
Registration Number:	2933447	'.}
Registration Number:	2722009	PERSONAL QUESTIONS. PERSONALIZED ANSWERS.
Registration Number:	2931429	AUTHORIA

CH $165.00 2652361

CORRESPONDENCE DATA

Fax Number: (650)833-2001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 650-833-2055
Email: susan.pingue@dlapiper.com
Correspondent Name: Timothy W. Lohse
Address Line 1: DLA Piper US LLP
Address Line 2: 2000 University Avenue
Address Line 4: East Palo Alto, CALIFORNIA 94303

ATTORNEY DOCKET NUMBER:	361496-31
NAME OF SUBMITTER:	Timothy W. Lohse
Signature:	/Timothy W. Lohse/
Date:	10/04/2007

Total Attachments: 6
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source=AuthoriaSecurityAg#page2.tif
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source=AuthoriaSecurityAg#page5.tif
source=AuthoriaSecurityAg#page6.tif

TRIPLEPOINT CAPITAL

PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a **Plain English Intellectual Property Security Agreement** (this "Agreement") dated as of September 11, 2007, by and between TriplePoint Capital LLC, a Delaware limited liability company and AUTHORIA, INC., a Delaware corporation.

The words "We", "Us", or "Our", refer to the grantee, which is TriplePoint Capital LLC. The words "You" or "Your" refers to the grantor, which is Authoria, Inc. and not any individual. The words "the Parties" refers to both TriplePoint Capital LLC and Authoria, Inc.

The Parties have entered into a Plain English Accounts Receivable Loan and Security Agreement of even date herewith (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement. Pursuant to the Loan Agreement, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. GRANT OF SECURITY INTEREST OF PATENTS

You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

You represent and warrant to Us that Schedules A, B, and C attached hereto set forth any and all Intellectual Property in connection with which You own or control (a) rights in any issued Patent, registered Trademark or registered Copyright, or (b) rights in an application filed with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

2. LOAN AGREEMENT

This security interest is granted to secure the Secured Obligations.

3. OUR RIGHT TO SUE

From and after an Event of Default and while it is continuing, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit, You shall, at Our request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our actual out-of-pocket costs and expenses, including reasonable attorneys' fees, related to Our exercise of the above mentioned rights.

4. FURTHER ASSURANCES

You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. You will from time to time obtain any instruments or documents as We may reasonably request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

5. MODIFICATION

This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby irrevocably appoints Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, this Agreement without first obtaining Your approval of or signature to such modification by amending Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Our obligation to provide credit extensions to You is terminated.

6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE

This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies 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 Us as a matter of law or equity. Each of Our rights, powers and remedies 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 Us 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 Us, of any or all other rights, powers or remedies.

7. GOVERNING LAW; COUNTERPARTS

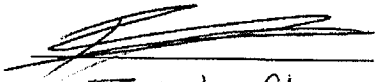
This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

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.

(Signature Page to Follow)

TRADEMARK
REEL: 003633 FRAME: 0960

IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.

You:	**AUTHORIA, INC.**
Signature:	
Print Name:	Tod Loofbourrow
Title:	President + CEO

TRADEMARK
REEL: 003633 FRAME: 0961

SCHEDULE A

To Plain English Intellectual Property Security Agreement
Between Authoria, Inc., as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)

PATENTS AND PATENT APPLICATIONS

PATENTS

Patent Name	*Status and Date Issued*	*Patent Number*
Human Resource Knowledge Modeling and Delivery System	10/28/03	6,640,216
Knowledge System with Distinct Presentation and Model Structure	10/14/03	6,633,859
Human Resource Knowledge Modeling and Delivery System	1/7/03	6,505,183

PATENT APPLICATIONS

Name	*Status & Date Filed*	*Application Number*
Providing Program and Policy Information to Managers	3/30/04	10/815,021
Employee Management	10/2/06	11/541,930

TRADEMARK
REEL: 003633 FRAME: 0962

SCHEDULE B

To Plain English Intellectual Property Security Agreement
Between Authoria, Inc., as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS

Name	*Date Filed or Issued*	*Serial Number*
AUTHORIA Word Mark – cl. 9/42	9/13/05	Canada 1,092,579
AUTHORIA Word Mark – cl. 42	9/12/05	Canada 1,182,432
AUTHORIA Word Mark – cl. 9, 35, 42	5/24/02	CTM 2,070,498 Poland Z-232797 Monaco 01.22496 Switzerland 489560
AUTHORIA Word Mark – cl. 9, 35, 38, 42	3/15/02	UK 2,263,960
AUTHORIA Word Mark – cl. 9	11/19/02	US 2,652,361
AUTHORIA Word Mark – cl. 42	3/8/05	US 2,931,811
ANSWERWISE Word Mark – cl. 9, 35, 42	10/11/02	CTM 2,075,539
AUTHORIA Face Design – cl. 9	3/15/05	US 2,933,432
AUTHORIA Face Design – cl. 42	3/15/05	US 2.933,447
PERSONAL QUESTIONS. PERSONALIZED ANSWERS. Word Mark – cl. 9	6/3/03	US 2,722,009
AUTHORIA +'·} – cl. 42	3/8/05	US 2,931,429
AUTHORIA +'·} – cl. 9, 42	2/28/06	Canada 659,754
AUTHORIA +'·} – cl. 9, 35, 42	9/2/05	CTM 3,242,518

TRADEMARK APPLICATIONS

None.

TRADEMARK
REEL: 003633 FRAME: 0963

SCHEDULE C

To Plain English Intellectual Property Security Agreement
Between Authoria, Inc., as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)

COPYRIGHTS AND COPYRIGHT APPLICATIONS

COPYRIGHT REGISTRATIONS

None.

APPLICATIONS FOR COPYRIGHT REGISTRATIONS

None.

RECORDED: 10/04/2007
TRADEMARK
REEL: 003633 FRAME: 0964