

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
Zilliant Incorporated		10/22/2007	CORPORATION:
RECEIVING PARTY DATA			
Name:	Escalate Capital I, L.P.		
Street Address:	300 W. Sixth Street		
Internal Address:	Suite 2300		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	LIMITED PARTNERSHIP:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2556464	ZILLIANT	
CORRESPONDENCE DATA			
Fax Number:	(214)758-1550		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-758-3552		
Email:	ipdallas@pattonboggs.com		
Correspondent Name:	Darren W. Collins		
Address Line 1:	2001 Ross Avenue		
Address Line 2:	Suite 3000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	023854.0106		
NAME OF SUBMITTER:	Darren W. Collins		
Signature:	/Darren W. Collins/		

OP \$40.00 2556464

Date:

11/02/2007

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 22, 2007 by and between Escalate Capital I, L.P. ("Lender") and Zilliant Incorporated, a Delaware corporation ("Borrower").

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and between Lender and Borrower dated of even date herewith (as amended from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender a security interest in all of Borrower's right, title and interest in, its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto) and 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. Borrower represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office or any other agency of any state or country responsible for the registration of any patent, trademark, copyright, or similar protection, 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.

[Signature page follows.]

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.

ZILLIANT INCORPORATED

Address:

3815 South. Capital of Texas
Highway, Suite 300
Austin, Texas 78704
Fax: (512) 531-8599

By: [Signature]
Name: Gregory A. Rebo
Title: CEO

Address of Lender:

LENDER:

ESCALATE CAPITAL I, L.P.,
a Delaware limited partnership

By: Escalate Capital Management I,
its general partner

By: EC Management I, L.P.,
a general partner

By: Escalate Capital Management Co., LLC,
its general partner

By: _____
Name: _____
Title: _____

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.

ZILLIANT INCORPORATED

Address:

3815 South. Capital of Texas
Highway, Suite 300
Austin, Texas 78704
Fax: (512) 531-8599

By: _____
Name: _____
Title: _____

Address of Lender:

LENDER:

ESCALATE CAPITAL I, L.P.,
a Delaware limited partnership

By: Escalate Capital Management I,
its general partner

By: EC Management I, L.P.,
a general partner

By: Escalate Capital Management Co., LLC,
its general partner

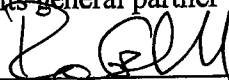
By:  _____
Name: _____
Title: _____

EXHIBIT A

Copyrights

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

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Method and System for Price Optimization	Utility Patent No. 11/604,504	November 27, 2006
Method and System for Mixed Integer Programming for Price Optimization	Provisional Patent No. 60/920,738	March 29, 2007
Method and System for Refining Pricing Recommendations	Utility Patent No. 11/825,957	July 10, 2007
Method and System for Generating Pricing Recommendations	Utility Patent No. 11/827,033	July 10, 2007

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Zilliant	Trademark Registration No. 2,556,464	April 2, 2002
Zilliant	Office for Harmonization in the Internal Market Trade Mark and Designs, Registration No. 005283502	June 6, 2007

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