

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
DOLPHINSEARCH, INC.		11/02/2007	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	301 CARLSON PARKWAY		
Internal Address:	SUITE 255		
City:	MINNETONKA		
State/Country:	MINNESOTA		
Postal Code:	55305		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78606560	COMPLIANSEEK	
CORRESPONDENCE DATA			
Fax Number:	(404)962-6736		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	michael.brignati@troutmansanders.com		
Correspondent Name:	MICHAEL J. BRIGNATI, PH.D.		
Address Line 1:	TROUTMAN SANDERS, LLP		
Address Line 2:	600 PEACHTREE STREET, N.E.		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
NAME OF SUBMITTER:	Michael J. Brignati, Ph.D.		
Signature:	/Michael J. Brignati 60,890/		
Date:	11/02/2007		

Total Attachments: 7

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**TRADEMARK
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 2, 2007 by and between SILICON VALLEY BANK ("Bank") and DOLPHINSEARCH, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to Xiotech Corporation ("Xiotech"), a Minnesota corporation, and Daticon, LLC ("Daticon"), a Minnesota limited liability company (Xiotech and Daticon are individually and collectively referred to herein as "Borrower"), in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Borrower dated February 22, 2006 (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).

B. In consideration of the agreement of Bank to extend credit and make other financial accommodations to Borrower under the Loan Agreement, Debtor has executed that certain Unconditional Guaranty of substantially even date in favor of Bank (as amended, restated, or otherwise modified from time to time, the "Guaranty"; capitalized terms used herein are used as defined in the Guaranty) pursuant to which Debtor guaranteed the payment and performance of Borrower's Obligations under the Loan Agreement.

C. Pursuant to the terms of that certain Security Agreement by and between Bank and Grantor of even date herewith (as amended, restated, or otherwise modified from time to time, the "Security Agreement", and together with the Guaranty, the "Guaranty Documents"), 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 to secure its obligations under the Guaranty.

D. Bank is willing to make the Loans to Borrower, 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.

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 Guaranty, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Guaranty, 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 Schedules 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 Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Guaranty Documents 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 Guaranty Documents 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 Guaranty Documents 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.

“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 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.

Address of Grantor:

6455 Flying Cloud Drive
Eden Prairie, Minnesota 55344

Attn: Mr. Steve Snyder

Address of Bank:

301 Carlson Parkway
Suite 255
Minnetonka, Minnesota 55305

Attn: Mr. Jay McNeil

GRANTOR:

DOLPHINSEARCH, INC

By: 

Title: Chief Executive Officer

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

[Signature Page to SVB IP Security Agreement]

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:

6455 Flying Cloud Drive
Eden Prairie, Minnesota 55344

Attn: Mr. Steve Snyder

GRANTOR:

DOLPHINSEARCH, INC.

By: _____

Title: _____

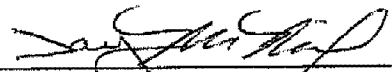
Address of Bank:

301 Carlson Parkway
Suite 255
Minnetonka, Minnesota 55305

Attn: Mr. Jay McNeil

BANK:

SILICON VALLEY BANK

By:  _____

Title: Sr. Relationship Manager

[Signature Page to SVB IP Security Agreement]

SCHEDULE A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

SCHEDULE B

Patents

<u>Title</u>	<u>Patent/Patent Application Number (Publication Number)</u>	<u>Issue/Filing Date</u>	<u>Owner/ Assignee</u>	<u>Security Interest/ Ownership Issues</u>
Process and system for retrieval of documents using context-relevant semantic profiles	6189002	02/13/2001	DolphinSearch, Inc.	None

SCHEDULE C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
COMPLIANSEEK REEDSMITH DOLPHINSEARCH (Abandoned)	78606566	04/12/2005
KNOWLEDGE BOX (Abandoned)	76018739	04/05/2000
DOLPHINSEARCH (Abandoned)	75877587	12/21/1999
COMPLIANSEEK (Allowed)	78606560	04/12/2005