

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
BOOMI, INC.		01/23/2008	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	5 RADNOR CORPORATE CENTER, NUMBER 555		
Internal Address:	100 MATSONFORD ROAD		
City:	RADNOR		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77311751	BOOMI ON DEMAND	
Serial Number:	77311749	ATOM	
Serial Number:	77311748	BOOMI	
CORRESPONDENCE DATA			
Fax Number:	(404)962-6736		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(404) 885-3038		
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		
ATTORNEY DOCKET NUMBER:	220763.000769		
NAME OF SUBMITTER:	Michael J. Brignati, Ph.D.		

OP \$90.00 77311751

Signature:	/Michael J. Brignati 60,890/
Date:	01/25/2008
Total Attachments: 6 source=SVB-Boomi_IP_Security_Agreement#page1.tif source=SVB-Boomi_IP_Security_Agreement#page2.tif source=SVB-Boomi_IP_Security_Agreement#page3.tif source=SVB-Boomi_IP_Security_Agreement#page4.tif source=SVB-Boomi_IP_Security_Agreement#page5.tif source=SVB-Boomi_IP_Security_Agreement#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 23, 2008 by and between SILICON VALLEY BANK ("Bank") and BOOMI, INC. ("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 Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated January 23, 2008 (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.

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 Schedules 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.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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.

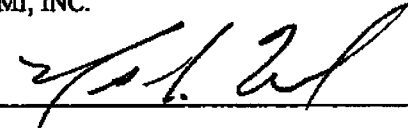
Address of Grantor:

801 Cassatt Road
Berwyn, Pennsylvania 19312

Attn: CEO

GRANTOR:

BOOMI, INC.

By: 

Title: PRESIDENT + CEO

Address of Bank:

5 Radnor Corporate Center, Number 555
100 Matsonford Road
Radnor, Pennsylvania 19087

Attn: Richard White

BANK:

SILICON VALLEY BANK

By: _____

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.

GRANTOR:

Address of Grantor:

BOOMI, INC.

801 Cassatt Road
Berwyn, Pennsylvania 19312

By: _____

Attn: _____

Title: _____

BANK:

Address of Bank:

SILICON VALLEY BANK

5 Radnor Corporate Center, Number 555
100 Matsonford Road
Radnor, Pennsylvania 19087

By: Richard White

Attn: Richard White

Title: Relationship Manager

SCHEDULE A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Security Interest/ Ownership Issues</u>
Boomi exchange series : 2.3.	TX0006210255	09/19/2005	Subject to a security interest in favor of Silicon Valley Bank executed on 06/20/2007 and recorded on 07/11/2007 in Document No. V3554D709
Boomi integration platform : 3.2.0.	TX0006210254	09/19/2005	Subject to a security interest in favor of Silicon Valley Bank executed on 06/20/2007 and recorded on 07/11/2007 in Document No. V3554D709
Boomi integration platform 3.3.0.	TX0006499244	10/27/2006	
Boomi load planner.	TX0006210253	09/19/2005	Subject to a security interest in favor of Silicon Valley Bank executed on 06/20/2007 and recorded on 07/11/2007 in Document No. V3554D709

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>
Method of translating electronic data interchange documents into other formats and in reverse	10/072803	02/08/2002	BOOMI, INC.	Subject to a security interest in favor of Silicon Valley Bank executed on 06/20/2007 and recorded on 06/26/2007 at reel 019482 frame 0272

SCHEDULE C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Security Interest/ Ownership Issues</u>
BOOMI ON DEMAND (Pending)	77311751	10/24/2007	
ATOM (Pending)	77311749	10/24/2007	
BOOMI (Pending)	77311748	10/24/2007	