

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
INGRES CORPORATION		06/29/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	TRIPLEPOINT CAPITAL LLC		
Street Address:	2420 Sand Hill Road, Suite 101		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94062		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1805856	INGRES	
Registration Number:	2338971	OPENINGRES	
Registration Number:	2400971	EDBC	
Registration Number:	2226681	OPENROAD	
CORRESPONDENCE DATA			
Fax Number:	(650)833-2001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	650-833-2247		
Email:	charlotte.fu@dlapiper.com		
Correspondent Name:	Charlotte X. Fu		
Address Line 1:	2000 University Ave.		
Address Line 4:	East Palo Alto, CALIFORNIA 94303		
ATTORNEY DOCKET NUMBER:	361496-16		
NAME OF SUBMITTER:	Charlotte X. Fu		

CH \$115.00 1805856

Signature:	/s/Charlotte X. Fu
Date:	02/13/2008
Total Attachments: 8 source=Ingres-IP-AGMT-TM_20070629#page1.tif source=Ingres-IP-AGMT-TM_20070629#page2.tif source=Ingres-IP-AGMT-TM_20070629#page3.tif source=Ingres-IP-AGMT-TM_20070629#page4.tif source=Ingres-IP-AGMT-TM_20070629#page5.tif source=Ingres-IP-AGMT-TM_20070629#page6.tif source=Ingres-IP-AGMT-TM_20070629#page7.tif source=Ingres-IP-AGMT-TM_20070629#page8.tif	



PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a **Plain English Intellectual Property Security Agreement** (this "Agreement") dated June 29, 2007 by and between TRIPLEPOINT CAPITAL LLC, a Delaware company and INGRES CORPORATION, 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 INGRES CORPORATION and not any individual. The words "the Parties" refers to both TriplePoint Capital LLC and INGRES CORPORATION.

The Parties have entered into a Plain English Growth Capital Loan and Security Agreement dated June 29, 2007 (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, 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 and Patent Licenses, including specifically those listed on the attached **Schedule A**;
- ⇒ all Trademarks and Trademark Licenses, including specifically those listed on the attached **Schedule B**;
- ⇒ all Copyrights and Copyright Licenses, 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 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 costs and expenses, including reasonable attorney's 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 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)

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

You: INGRES CORPORATION
Signature: 
Print Name: Tom Berquist
Title: Chief Financial Officer

SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK
REEL: 003718 FRAME: 0655

SCHEDULE A

**To Plain English Intellectual Property Security Agreement
Between INGRES CORPORATION, as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)**

PATENTS AND PATENT APPLICATIONS

PATENTS

Patent Name	Status and Date Issued	Patent Number
None		

PATENT APPLICATIONS

Name	Status & Date Filed	Application Number
None		

SCHEDULE B

**To Plain English Intellectual Property Security Agreement
Between INGRES CORPORATION, as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)**

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademarks:

Mark	Country	Application #	Registration #
INGRES	African Union Territories (OAPI)	82752	33099
INGRES	Albania		
INGRES	Argentina	2471708	1970234
INGRES	Australia	420229	420229
INGRES	Austria	AM246692	144459
INGRES	Bahrain	42338	11731
INGRES	Benelux	671032	406803
INGRES	Brazil	813314968	813314968
INGRES	Canada	533917	315015
INGRES	Chile	578433	645361
INGRES	Chile	578432	645360
INGRES	China (Peoples Republic)	307900	307900
INGRES	Colombia	15336	165742
INGRES	Croatia	92001801	Z921801
INGRES	Cyprus, Republic of		36678
INGRES	Czech Republic		175547
INGRES	Denmark	341985	008141986
INGRES	Egypt	70881	70881
INGRES	Finland	752484	95749
INGRES	France	1293724	1293724
INGRES	Greece		85424
INGRES	Hong Kong	15551989	B055031993
INGRES	Hungary	M933349	174133
INGRES	India	477908	
INGRES	Indonesia	8033	316033
INGRES	Ireland	149249	149249
INGRES	Israel	60141	60141
INGRES	Italy	RM95C000202	712344
INGRES	Japan	S59059722	1991247
INGRES	Korea, Republic of	206687	157133
INGRES	Lebanon		61332
INGRES	Malaysia	8801755	037442
INGRES	Mexico	603132	801746
INGRES	New Zealand	170159	170159

INGRES	Norway	19844601	123254
INGRES	Paraguay	17616	268504
INGRES	Peru	168585	87526
INGRES	Poland		
INGRES	Portugal	283422J	283422
INGRES	Romania	30066	R20247
INGRES	Russian Federation	93037562	
INGRES	Saudi Arabia	18179	27493
INGRES	Serbia And Montenegro	Z62962	40162
INGRES	Singapore	S92687	T8700926C
INGRES	Slovakia	68804	179486
INGRES	Slovenia	Z9280626	9280626
INGRES	South Africa	879704	879704
INGRES	Spain	1093574	1093574
INGRES	Sweden	849527	199668
INGRES	Switzerland	6936	340117
INGRES	Taiwan	7606918	373863
INGRES	Thailand		
INGRES	Turkey	12860	99167
INGRES	Ukraine	93094935	9853
INGRES	United Arab Emerites	4532	5776
INGRES	United Kingdom	1232914	B1232914
INGRES	United States of America	74288104	1805856
INGRES	Venezuela	1991019632	F162245
INGRES	Venezuela	1991019631	F164716
INGRES & Design (Notched Underline)	Austria	AM198591	139140
INGRES & Design (Solid Bar)	Germany	R44362	1103328
INGRES (in Katakana)	Japan	S59059717	1991246
INGRES/PCLINK	Germany	R44444	1103331
INGRES/QUERY	Germany	R44446	1103333
OPENINGRES	India	785346	
OPENINGRES	United States of America	75269963	2338971

Additional Trademarks:

United States	EDBC	75709101	2400971
Great Britain	EDBC	2197928	2197928
Argentina	EDBC	2221520	1801653
Australia	EDBC	795016	795016
Austria	EDBC	AM360099	184203
Benelux	EDBC	0938589	0654934
Canada	EDBC	1016466	538236
Chile	EDBC	450454	553432

Colombia	EDBC	99032729	227482
Czech Republic	EDBC	143980	229216
China	EDBC	9900063838	1509889
Taiwan	EDBC	88024618	911679
Denmark	EDBC	VA199902092	VR199904360
Finland	EDBC	T199901610	217081
France	EDBC	99793365	99793365
Germany	EDBC	399290273	39929027
Hong Kong	EDBC	065251999	B07534
Hungary	EDBC	M9902493	
India	EDBC	857284	
Indonesia	EDBC	D998566	458064
Ireland	EDBC	991682	213777
Israel	EDBC	128036	128036
Italy	EDBC	MI99C005124	869205
Korea	EDBC	1818199	470786
New Zealand	EDBC	309744	309744
Philippines	EDBC	420000005667	
Poland	EDBC	Z202537	155379
Portugal	EDBC	338126	338126
Singapore	EDBC	T9905358J	T9905358J
Malaysia	EDBC	9904599	99004599
South Africa	EDBC	9909150	99/09150
Spain	EDBC	2236014	
Sweden	EDBC	9903774	347870
Switzerland	EDBC	43261999	466542
Thailand	EDBC	389311	Kor106297
Venezuela	EDBC	979099	229255
Norway	EDBC	199905046	199615
Brazil	EDBC	824150040	
United States	OPENROAD	75269962	2226681
Germany	OPENROAD	A56828	2089729
France	OPENROAD	94517688	94517688
Great Britain	OPENROAD	1568238	1568238

**Unregistered common-law Trademark:
Ingres r3**

Certain registered trademarks listed herein are in the process of being transferred from CA into the Ingres Corporation name.

New Application:

Country	Trademark	Application No.	Registration No.
UK	ICEBREAKER / ICE BREAKER	2448032	App: Date 27.02.07
Worldwide +Australia, China, European Community, Croatia, Japan, Norway, Russia, Serbia, Montenegro, Singapore, Switzerland, Ukraine, USA	ICEBREAKER / ICE BREAKER		App: Date 24.05.07
Canada	ICEBREAKER / ICE BREAKER	1348605	App. Date 24.05.07
Hong Kong	ICEBREAKER / ICE BREAKER	300877861	App: Date 25.05.07
New Zealand	ICEBREAKER / ICE BREAKER	769072	App: Date 25.05.07
India	ICEBREAKER / ICE BREAKER	1566263	App: Date 25.05.07
South Africa*	ICEBREAKER / ICE BREAKER		
Brazil*	ICEBREAKER/ ICE BREAKER		
Philippines	ICEBREAKER/ ICE BREAKER	4-2007-005764	App: Date 06.06.07