

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
Accruent, Inc.		04/03/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76363288	ACCRUENT	
CORRESPONDENCE DATA			
Fax Number:	(703)415-1557		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	703-415-1555		
Email:	mail@specializedpatent.com		
Correspondent Name:	Christopher E. Kondracki		
Address Line 1:	2001 Jefferson Davis, Hwy., Suite 1007		
Address Line 4:	Arlington, VIRGINIA 22202		
ATTORNEY DOCKET NUMBER:	8030808B		
NAME OF SUBMITTER:	Christopher E. Kondracki		
Signature:	/Christopher E. Kondracki/		
Date:	04/16/2008		

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Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Agreement") is made as of the 3 day of April, 2008 by and between ACCRUENT, INC., a Delaware corporation, with offices at 1601 Cloverfield Boulevard, Suite 500 South, Santa Monica, California 90404 ("Grantor"), and SILICON VALLEY BANK, a California corporation, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 and with a loan production office located at 5820 Canoga Avenue, Suite 210, Woodland Hills, California 91367 ("Lender").

RECITALS

A. Lender has agreed to make advances of money and to extend certain financial accommodations to Grantor (the "Loan") pursuant to a certain Loan and Security Agreement dated of even date herewith, by and among Grantor, Lender and FAMIS SOFTWARE, INC., a California corporation (as amended, restated or otherwise modified from time to time; the "Loan Agreement"). The Loan is secured pursuant to the terms of the Loan Agreement. Lender is willing to enter into certain financial accommodations with Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks, Patents, and Mask Works, and other assets, to secure the obligations of Grantor under the Loan Agreement. Defined terms used but not defined herein shall have the same meanings as in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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 (as defined therein).

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 Grantor's Indebtedness (as defined below), Grantor hereby represents, warrants, covenants and agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future indebtedness, obligations and liabilities to Lender (hereinafter, the "Indebtedness"), including, without limitation, under the Loan Agreement, Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under its registered and unregistered intellectual property collateral (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished, registered or unregistered, and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on EXHIBIT A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secret rights, including any rights to unpatented inventions, know-how, operating manuals, license rights and agreements, and confidential information, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on EXHIBIT B attached hereto (collectively, the "Patents");

(e) Any trademark and service mark rights, slogans, trade dress, and tradenames, trade styles, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on EXHIBIT C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on EXHIBIT D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights; including, without limitation those set forth on EXHIBIT E attached hereto (collectively, the "Licenses"); and

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Agreement, and any amendments thereto, or copies thereof.

3. Lender's Rights. Lender shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this IP Agreement to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Lender for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 4.

4. Further Assurances: Attorney in Fact.

(a) On a continuing basis, Grantor will, upon request by Lender, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Lender, to perfect Lender's security interest in all Copyrights, Patents, Trademarks, and Mask Works and otherwise to carry out the intent and purposes of this IP Agreement, or for assuring and confirming to Lender the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) In addition to section 6(a) above, Grantor shall not register any Copyrights or Mask Works in the United States Copyright Office unless it: (i) has given at least fifteen (15) days' prior written notice to Lender of its intent to register such Copyrights or Mask Works and has provided Lender with a copy of the application it intends to file with the United States Copyright Office (excluding exhibits thereto); (ii) executes a security agreement or such other documents as Lender may reasonably request in order to maintain the perfection and priority of Lender's security interest in the Copyrights proposed to be registered with the United States Copyright Office; and (iii) records such security documents with the United States Copyright Office contemporaneously with filing the Copyright application(s) with the United States Copyright Office. Grantor shall promptly provide to Lender a copy of the Copyright application(s) filed with the United States Copyright Office,

together with evidence of the recording of the security documents necessary for Lender to maintain the perfection and priority of its security interest in such Copyrights or Mask Works. Grantor shall provide written notice to Lender of any application filed by Grantor in the United States Patent Trademark Office for a patent or to register a trademark or service mark within thirty (30) days of any such filing.

(c) Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, Lender or otherwise, from time to time in Lender's discretion, upon Grantor's failure or inability to do so, to take any action and to execute any instrument which Lender may deem necessary or advisable to accomplish the purposes of this IP Agreement, including:

(i) To modify, in its sole discretion, this IP Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B, Exhibit C, and Exhibit D hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents, Trademarks or Mask Works acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, Trademarks, or Mask Works in which Grantor no longer has or claims any right, title or interest; and

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, or other notice filings or notations in appropriate filing offices, relative to any of the Intellectual Property Collateral, without notice to Grantor, with all appropriate jurisdictions, as Lender deems appropriate, in order to further perfect or protect Lender's interest in the Intellectual Property Collateral.

5. Events of Default. The occurrence of an Event of Default under the Loan Agreement shall constitute an Event of Default under this IP Agreement.

6. Remedies. Upon the occurrence and continuance of an Event of Default, Lender shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in which Lender has a security interest and to make it available to Lender at a place designated by Lender. Lender shall have a nonexclusive, royalty free license to use the Copyrights, Patents, Trademarks, and Mask Works to the extent reasonably necessary to permit Lender to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorney's fees) incurred by Lender in connection with the exercise of any of Lender's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Lender's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

7. Indemnity. Grantor agrees to defend, indemnify and hold harmless Lender and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this IP Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Lender as a result of or in any way arising out of, following or consequential to transactions between Lender and Grantor, whether under this IP Agreement or otherwise (including without limitation, reasonable attorneys fees and reasonable expenses), except for losses arising from or out of Lender's gross negligence or willful misconduct.

8. Termination. At such time as Grantor shall completely satisfy all of the obligations secured hereunder, Lender shall execute and deliver to Grantor all releases, terminations, and other instruments as may be necessary or proper to release the security interest hereunder.

9. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

10. Amendments. This IP Agreement may be amended only by a written instrument signed by both parties hereto.

11. Counterparts. This IP 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.

12. Law and Jurisdiction. This IP Agreement shall be governed by and construed in accordance with the laws of the State of California. GRANTOR ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE OF CALIFORNIA IN ANY ACTION, SUIT, OR PROCEEDING OF ANY KIND, AGAINST IT WHICH ARISES OUT OF OR BY REASON OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, THE LENDER SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST THE GRANTOR OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION WHICH THE LENDER DEEMS NECESSARY OR APPROPRIATE IN ORDER TO REALIZE ON THE COLLATERAL OR TO OTHERWISE ENFORCE THE LENDER'S RIGHTS AGAINST THE GRANTOR OR ITS PROPERTY.

GRANTOR AND LENDER EACH HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH PARTY RECOGNIZES AND AGREES THAT THE FOREGOING WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR IT TO ENTER INTO THIS AGREEMENT. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

13. Confidentiality. In handling any confidential information, Lender shall exercise the same degree of care that it exercises for its own proprietary information, but disclosure of information may be made: (i) to Lender's subsidiaries or affiliates in connection with their present or prospective business relations with Grantor; (ii) to prospective transferees or purchasers of any interest in the Loans; (iii) as required by law, regulation, subpoena, or other order; (iv) as required in connection with Lender's examination or audit; and (v) as Lender considers appropriate in exercising remedies under this Agreement. Confidential information does not include information that either: (a) is in the public domain or in Lender's possession when disclosed to Lender, or becomes part of the public domain after disclosure to Lender; or (b) is disclosed to Lender by a third party, if Lender reasonably does not know that the third party is prohibited from disclosing the information.

EXECUTED on the day and year first written above.

Address of Grantor:

1601 Cloverfield Blvd. Suite 500 South
Santa Monica, CA 90404

GRANTOR:

ACCRUENT, INC.

By: 

Name: Mark Friedman

Title: CEO

SILICON VALLEY BANK

By: 

Name: JACK BARZA

Title: RELATIONSHIP MANAGER

Exhibit "A" attached to that certain Intellectual Property Security Agreement dated April 3, 2008.

EXHIBIT "A"

COPYRIGHTS

SCHEDULE A - ISSUED COPYRIGHTS

<u>COPYRIGHT DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF ISSUANCE</u>
Recorded Document	V3540D174	8/24/06
Recorded Document	V3525D527	6/3/05
Recorded Document	V3519D619	1/11/05

SCHEDULE B - PENDING COPYRIGHT APPLICATIONS

<u>FIRST DATE COPYRIGHT DESCRIPTION</u>	<u>APPLICATION NUMBER</u>	<u>DATE OF FILING</u>	<u>DATE OF CREATION</u>	<u>OF PUBLIC DISTRIBUTION</u>
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Not applicable

SCHEDULE C - UNREGISTERED COPYRIGHTS (Where No Copyright Application is Pending)

<u>DATE AND RECORDATION NUMBER OF IP AGREEMENT WITH OWNER OR ORIGINAL GRANTOR IF AUTHOR OR OWNER</u>	<u>ORIGINAL AUTHOR OR OWNER OF</u>
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<u>COPYRIGHT</u> <u>DESCRIPTION</u>	<u>DATE OF</u> <u>CREATION</u>	<u>FIRST DATE</u> <u>OF</u> <u>DISTRIBUTION</u>	<u>OF COPYRIGHT</u> <u>IS DIFFERENT</u> <u>FROM GRANTOR</u>	<u>COPYRIGHT IS</u> <u>DIFFERENT FROM</u> <u>GRANTOR</u>
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Not applicable

Exhibit "B" attached to that certain Intellectual Property Security Agreement dated April 3, 2008.

EXHIBIT "B"

PATENTS

<u>PATENT</u> <u>DESCRIPTION</u>	<u>DOCKET NO.</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>STATUS</u>
Software	02192-000300US	USA	10/838967	5/4/04	Review
Software	021942-000200US	USA	10/317,645	12/11/02	Review

Exhibit "C" attached to that certain Intellectual Property Security Agreement dated April 2, 2008.

EXHIBIT "C"

TRADEMARKS

<u>TRADEMARK DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>STATUS</u>
Drawing/Words	USA	76363288	2788076	Active
Typed Drawing	USA	76338358	N/A	Dead
Typed Drawing	USA	75870775	N/A	Dead

Exhibit "D" attached to that certain Intellectual Property Security Agreement dated April 3, 2008.

EXHIBIT "D"

MASK WORKS

<u>MASK WORK</u>				
<u>DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>STATUS</u>

Not applicable

Exhibit "E" attached to that certain Intellectual Property Security Agreement dated April 3, 2008.

EXHIBIT "E"

LICENSES

Grantor has entered into a master license agreement with Dundas Software Ltd. ("Dundas"), which allows Grantor to license certain Dundas software, including rights to develop and distribute the software to end users, and acquire support services.

Grantor has entered into a software license agreement with Informative Graphics Corporation ("IGC"), dated August 16, 2005 pursuant to which Grantor has a nonexclusive license to integrate IGC's core visualization technology into its products and redistribute on as standalone and bundled basis the integrated solution to Grantor's customers. The agreement restricts redistribution to the United States and Canada.

Grantor entered into a Original Equipment Manufacturer ("OEM") agreement with Skelta a Software Private Limited ("Skelta"), dated November 1, 2007 pursuant to which Grantor has a perpetual, non-exclusive, non-transferable, worldwide license to integrate Skelta into its product and redistribute on a stand-alone or bundled basis the integrated solution to Grantor's current and future customers and acquire support services.

Grantor has entered into an Application Provider Agreement (the "APA") with Business Objects Americas ("BOA"), dated April 23, 1999, as amended by the first amendment dated September 27, 2002, the second amendment dated October 13, 2004, the third amendment dated September 29, 2006, and the fourth amendment dated December 21, 2006. On January 3, 2008, Grantor delivered a fifth to BOA for execution pursuant to which Grantor has a nonexclusive license to use and sublicense the products set forth in that agreement (the "APA Agreement"). In addition, pursuant to the APA Agreement, Grantor has a nonexclusive license to use BOA trademarks in connection with the marking of BOA products. Grantor further functions as a reseller of BOA, and licenses such product to its customers. Under the first amendment, Grantor is required in certain circumstances to sell only products produced by BOA. As of the fifth amendment, the term of the APA Agreement will be extended to December 31, 2010, certain terms of the original agreement and subsequent amendments were removed, and additional programs and new pricing will be available to Grantor.

Grantor entered into a Software License Agreement with Lucernex Technologies ("Lucernex"), dated September 25, 2004, as amended by amendment number one dated January 28, 2005, amendment number two dated April 29, 2005, and amendment number three dated September 23, 2005, pursuant to which Grantor purchased a perpetual, non-exclusive, fully paid, irrevocable, worldwide license to use, reproduce, modify, and have modified the source code to the Lucernex platform.

Grantor has several off-the-shelf software products that are covered by their respective shrink-wrapped licenses. Examples include Windows NT operating system, Microsoft SQL Server and Exchange server, and Microsoft Office Products.

Grantor, through its acquisition of National Facilities Group ("NFG"), has entered into an Unmanaged Internet Access Services Agreement with Savvis, and a Master Services Agreement with Internap. Grantor, through NFG, has entered into a Microsoft Services Provider License Agreement, and Oracle Support Renewal, and a Dell Warranty Expiration Report.

Grantor currently uses the following applications: Goldmine, Intuit QuickBooks, Microsoft (MS) SQL Server, MS Office, MS Visual Basic, MS Access, Quest "TOAD," MS Project, Oracle 8i, MS Outlook, MS Exchange, Norton Anti-Virus, MS Visual Source Safe, MS TFS, Robo-Help, Wise Installation, Installshield, WS_FTP, Adobe Acrobat Reader, Adobe Flex Development Kit, PC Anywhere, ICQ Groupware, WinZip, NetSuite, Business Objects Desktop and Web Intelligence Crystal Reports, Java SDK, IntelliJ Idea, Real VNC, Snagit 7,

Microsoft Visual Studio, HP Quick Test Professional, HP Winrunner, HP Loadrunner, Beyond Compare, and Microsoft Office products.

Grantor has entered into a software license agreement with Sun Microsystems, Inc. to use its Solaris operating system.

Grantor has entered into a software license agreement with Oracle Corporation to use its Oracle 8i RDBMS software for Solaris and for Windows NT; license is for 8 CPUs at 400 MHz/CPU.

Grantor has entered into a software license agreement for Data Junction Integration Engine Enterprise Edition.

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