

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
AXS-ONE, INC.		06/12/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SAND HILL FINANCE, LLC		
Street Address:	20573 Stevens Creek Blvd.		
City:	Cupertino		
State/Country:	CALIFORNIA		
Postal Code:	95014		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2569481	ACCESS TOMORROW TODAY	
Registration Number:	2627337	AXS ONE	
Registration Number:	2627338	AXS ONE	
Registration Number:	2553667	AUCLAIR	
CORRESPONDENCE DATA			
Fax Number:	(858)550-6420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	858-550-6403		
Email:	erin.obrien@cooley.com		
Correspondent Name:	Erin O'Brien		
Address Line 1:	c/o Cooley Godward Kronish LLP		
Address Line 2:	4401 Eastgate Mall		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	305953-100 AXS-ONE		
NAME OF SUBMITTER:	Erin O'Brien		

CH \$115.00 2569481

Signature:	/Erin O'Brien/
Date:	06/27/2008
Total Attachments: 4 source=AXS-One signed IPSA#page1.tif source=AXS-One signed IPSA#page2.tif source=AXS-One signed IPSA#page3.tif source=AXS-One signed IPSA#page4.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 12, 2008, by and between Sand Hill Finance, LLC, a California limited liability company ("SHF") and AXS-One, Inc. a Delaware corporation ("Client").

RECITALS

SHF and Client are parties to that certain Financing Agreement dated as of May 22, 2008 (as amended from time to time, the "Agreement"). Capitalized terms used herein have the meaning assigned in the Agreement. Client has granted to SHF a security interest in the Client Collateral.

NOW, THEREFORE, Client agrees as follows:

AGREEMENT

To secure performance of Client's obligations under the Agreement, Client grants to SHF a security interest in all of Client's right, title and interest in Client's intellectual property as listed on Exhibits A, B and C hereto), 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). Each right, power and remedy of SHF provided for herein shall not preclude the simultaneous or later exercise by SHF of any or all other rights, powers or remedies.

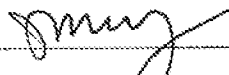
Upon repayment of the indebtedness under the Agreement, the security interest granted herein shall automatically terminate with respect to all such intellectual property. Upon any such termination, SHF will execute and deliver to Client such documents as Client shall reasonably request to evidence such termination.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Client:

CLIENT

301 Route 17 North
Rutherford, NJ 07070

By: 
Title: CEO

Address of SHF:

SAND HILL FINANCE, LLC

20573 Stevens Creek Blvd.
Suite 200
Cupertino, CA 95014
Attn: Ron Ernst

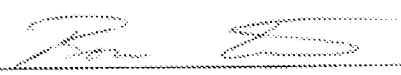
By: 
Title: CFO

EXHIBIT A

COPYRIGHTS

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
AXS-Point Exchange v.2.0.1 (2001)	TX 5-200-508	2001
AXS-Point Central v. 2.0 TX (2001)	TX5-200-509	2001
AXS-Point Solutions COOL 6.0 TX (2001)	TX5-200-510	2001
AXS-One business process solutions: v 7.0 TX	TX5-392-686	2001
AXS-One business process solutions v.8.0 TX	TX5-776-195	2001

EXHIBIT B

PATENTS

<u>Description</u>	<u>Application / Patent Number</u>	<u>Application / Issue Date</u>
DISTIBUTED SEARCH SERVICES FOR ELECTRONIC DATA ARCHIVE SYSTEMS	11/392,399	PENDING

EXHIBIT C

TRADEMARKS

<u>Description</u>	<u>Registration / Application Number</u>	<u>Registration / Application Date</u>
Access Tomorrow Today	2,569,481	5-14-2002
AXS-One	2,627,337	10-1-2002
AXS-One Logo	2,627,338	10-1-2002
AXS-Point	2,553,667	3-26-2002