

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
MOTIVE, INC.		07/07/2008	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: 7

Property Type	Number	Word Mark
Serial Number:	77100468	M
Serial Number:	76114360	M
Registration Number:	2231713	M
Serial Number:	77100531	MOTIVE
Registration Number:	2210304	MOTIVE
Registration Number:	2270264	MOTIVE
Registration Number:	2575465	MOTIVE

CORRESPONDENCE DATA

Fax Number: (858)550-6420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 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

CH \$190.00 77100468

Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER: 194491-1060 MOTIVE

NAME OF SUBMITTER: Erin O'Brien

Signature: /Erin O'Brien/

Date: 07/09/2008

Total Attachments: 15

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and MOTIVE, INC., a Delaware Corporation ("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 Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (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, Patents, and Mask Works 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 under its intellectual property (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 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 secrets, 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 that 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 servicemark rights, 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;

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

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.

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.

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:

12515 Research Blvd., Bldg. 5
Austin, TX 78759

Attn: Mike Fitzpatrick

Fax: 512.339.9040

MOTIVE, INC.

By: Mike Fitzpatrick

Title: CFO

July 8, 2008

BANK:

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: Phillip A. Wright

SILICON VALLEY BANK

By: Phillip A. Wright

Title: Relationship Mgr

EXHIBIT A
COPYRIGHTS

Description	Registration/ Application Number	Registration/ Application Date
Motive for Enterprise IT (end user code), version 4.5	TXu 1066629	12/02/02
Motive (end user code), version 4.3	TXu1066628	12/02/02
Motive call optimization for help desks (end user code), version 4.6	TXu1066627	12/02/02
Motive: ver 4.3	TXu1056203	09/17/02
Motive for enterprise it version 4.5	TXu1056202	09/17/02
Motive call optimization for help desks version 4.6	TXu1056201	09/17/02

EXHIBIT B
PATENTS
SEE ATTACHED LIST

CS Docket Number	Inventor(s)	Title	Filed	Serial No./ Patent No.	Status
MTV0024V1US	Neil Dholakia Andy Greff Chris Guethle Kyle McKenzie Scott Pelley Bipin Shah Amit Shetty Bryan Tacker Pedro Terroba	Method and System for Remote Device Management	11-21-07	60/989,730	ACTIVE Provisional application filed 11-21-07 Filing Receipt dtd. 12-14-07.
MTV0009C1US M-9694-1C US	Thomas W. Bereiter	N-Way Data Stream Splitter	3/27/02 / 7/5/01	Serial No. 10/107,557	ACTIVE Resp. Non-Final and 1 mo. Ext. filed 5-27-08 Awaiting Office Action
MTV0012US	A. Wade Cohn Brian J. Vetter	Remote Computer System and Related Equipment Diagnostics using Data Gathered over a Telephone Channel	1/23/03	Serial No.: 10/349,841	ACTIVE Non-Final OA dtd. 3/13/08. Response due 6/13/08.
MTV0013US	Brian J. Vetter A. Wade Cohn Arjun Chopra	Cross-Channel Communication of Data Collected by Channel-Specific User	12/12/03	Serial No.: 10/734,911	ACTIVE Response to Final OA due 5-28-08 3 mo. due 6-28-08 Claims priority to MTV0013V1US
MTV0017US	James J. Crow	System of Automated Configuration of Network Subscribers for Broadband Communication	8/31/00	Serial No. 09/653,486	ACTIVE Per P.A.I.R. as searched on 4/2/08: On Appeal – awaiting decision by Board of Appeals
MTV0018US	James J. Crow James F. Kelton Arabinda Bose Jeremy Remington Casey Schmit Amarjit Singh	Large-Scale Targeted Data Distribution System	11/18/03	Serial No.: 10/715,928	ACTIVE RCE and Amendment Final Filed 4/28/08 Awaiting Office Action. Claims priority to MTV0018V1US
MTV0019US	Francis X. Sullivan Duke P. Browning	Discovery - Assisted Intelligent Modeling Tool For Information Technology	9/30/04	Serial No.: 10/955,350	ACTIVE Response Non-Final and 1 mo. EoT filed 10/29/07. Awaiting Office Action.
MTV0020US	Francis X. Sullivan Duke P. Browning	Model-Assisted Discovery Of An Information Processing System	9/30/04	Serial No.: 10/955,169	ACTIVE Non-Final OA dtd. 3/6/08. Response due 6/6/08.
MTV0021US	Francis X. Sullivan Duke P. Browning	Discovery-Assisted Modeling Of An Information Processing System	9/30/04	Serial No.: 10/955,572	ACTIVE Non-Final OA dtd. 2/7/08. Response due 5/7/08.
MTV0022US	Brian J. Vetter A. Wade Cohn	Redirection of Channel Communication Based Upon Cross-Channel Communication	12/12/03	Serial No.: 10/734,841	ACTIVE Final OA dtd. 2/21/08. Response to Final due 5/21/08 (3 mo.) Claims priority to MTV0013V1US
MTV0023US	Francis X. Sullivan Duke P. Browning	Model-Based Management Of An Existing Information Processing System	9/30/04	Serial No.: 10/954,775	ACTIVE Non-Final OA dtd. 2/7/08. Response due 5/7/08.
MTV0002US M-9583 US	Francis X. Sullivan Brian Jay Vetter	Technical Support Chain Automation With Guided Self-Help Capability, Escalation to Live Help and Active Journaling	5/12/99 ISSUED: 2/14/06	Serial No. 09/310,795 Patent No. 6,999,990	ISSUED

CS Docket Number	Inventor(s)	Title	Filed	Serial No./ Patent No.	Status
MTV0015US	James J. Crow Dennis L. Parker	Self-Managing Software Agents With Introspection	4/4/00	Serial No. 09/542,274 Patent No. 6,871,345 Issued 3/22/05	ISSUED
MTV0007US M-9588 US	Francis X. Sullivan	Technical Support Chain Automation with Guided Self-Help Capability Using Active Content Assertions	2/17/00	Patent No. 6,658,598 Issued 12/2/03	ISSUED
MTV0004US M-9585 US	Francis X. Sullivan Thomas William Bereiter Brian Jay Vetter	Technical Support Chain Automation with Guided Self-Help Capability and Option to Escalate to Live Help	12/18/98	U. S. Patent No. 6,615,240 Issued 9/2/03	ISSUED
MTV0003US M-9584 US	Francis X. Sullivan Brian Jay Vetter	Technical Support Chain Automation with Guided Self-Help Capability Using Active Content Developed for Specific Audiences	5/12/99	Serial No. 09/310,399 U.S. Patent No. 6,542,898 B1 Issued 4/1/03	ISSUED
MTV0006US M-9587 US	Francis X. Sullivan Brian Jay Vetter	Technical Support Chain Automation with Guided Self-Help Capability Using Active Content	12/18/98	Serial No. 09/216,212 US Patent No.: 6,477,531 Issued: 11/05/02	ISSUED
MTV0001CIUS M-9505-1C US	Thomas William Bereiter Brian Jay Vetter	Method, System and Computer Program Product for Iterative Distributed Problem Solving	9/15/00	Serial No. 09/663,212 U.S. Patent No. 6,357,017 Issued 3/12/02	ISSUED
MTV0008US M-9589 US	Thomas William Bereiter	Adaptive Messaging Method, System and Computer Program Product	11/9/98	Serial No. 09/189,328 US Patent No. 6,185,606 Issued 2/6/01	ISSUED
MTV0001US M-9505 US	Thomas William Bereiter Brian Jay Vetter	Method, System and Computer Program Product for Iterative Distributed Problem Solving	5/6/98	Serial No. 09/073,464 U.S. Patent No. 6,145,096 Issued 11/7/00	ISSUED

CS Docket Number	Inventor(s)	Title	Filed	Serial No./ Patent No.	Status
MTV0005US M-9586 US	Francis X. Sullivan Thomas William Bereiter Brian Jay Vetter	Technical Support Chain Automation with Guided Self-Help Capability via a System Supplied Search String	12/18/98	Serial No. 09/215,880 U.S. Patent No. 6,694,314 Issued 2/17/04	ISSUED
MTV0011CIUS M-9696-1C US	Duke P. Browning Thomas W. Bereiter	Method and System for Providing Tiered Assistance	3/27/02	Serial No. 10/107,772 Patent No. 6,357,017 Issued 3/12/02	ISSUED
MTV0014US	James J. Crow Dennis L. Parker	Broadband Service Control Network	4/4/00	Serial No. 09/542,602 Patent No. 7,334,038 Issued 2/19/08	ISSUED
MTV0016US	James J. Crow Dennis L. Parker	Distributed Services Architecture Through Use Of A Dynamic Service Point Map	4/4/00	Serial No. 09/542,273 Patent No. 7,353,295 Issued 4/1/08	ISSUED
MTV0016CIUS	James J. Crow Dennis L. Parker	Distributed Services Architecture Through Use of a Dynamic Service Point Map	4/1/08	12/060,687	ACTIVE
	Sven Van Den Bosch; Arabinda Bose; Jeremy Remington	Policy Based Management Method for Remote Management of Home Devices	12/13/06	EP 06291917.0	Active; Co-owned with Alcatel
	Jeremy de Clercq; Wim Roelens; Arabinda Bose; Jeremy Remington	Remote Activation of Home Devices	12/13/06	EP 06291916.2	Active; Co-owned with Alcatel

EXHIBIT C

TRADEMARKS

SEE ATTACHED LIST

MOTIVE TRADEMARKS

Mark	Country	Type	Status	Appl. Date	Appl. No.	Reg. No.	Reg. Date	Class
M Logo	Australia	TM/ SM	Pending	7/27/2007	118975 7			9, 42
M Logo	Australia	TM	Registered	3/19/2001	869667	869667	9/18/2003	9
MOT IVE	Australia	TM/ SM	Pending	7/27/2007	118975 5			9, 42
MOT IVE	Australia	TM/ SM	Registered	3/19/2001	869666	869666	3/19/2001	9, 42
M Logo	Brazil	TM	Pending/Published	7/30/2007	829272 488			9
M Logo	Brazil	SM	Pending/Published	7/30/2007	829272 470			42
M Logo	Brazil	TM	Pending/Published	9/26/2001	824073 460			9
MOT IVE	Brazil	TM	Pending/Published	7/30/2007	829272 453			9
MOT IVE	Brazil	SM	Pending/Published	7/30/2007	829272 445			42
MOT IVE	Brazil	TM	Pending/Published	9/17/2001	824036 433			9
M Logo	Canada	TM/ SM	Pending	8/3/2007	1,358,6 31			9, 42
M Logo	Canada	TM/ SM	Registered	7/16/1999	1,023,5 89	TMA58 5,901	7/24/2003	9, 42

Mark	Country	Type	Status	Appl. Date	Appl. No.	Reg. No.	Reg. Date	Class
IVE MOT	Canada	TM/ SM	Pending	8/3/20 07	1,358,6 30			9, 42
IVE MOT	Canada	TM/ SM	Registered	7/16/1 999	1,023,5 88	TMA59 7,739	12/16/ 2003	9, 42
Logo M	China	TM	Pending	8/3/20 07	620112 8			9
Logo M	China	SM	Pending	8/3/20 07	620112 7			42
IVE MOT	China	TM	Pending	8/3/20 07	620227 5			9
IVE MOT	China	SM	Pending	8/3/20 07	620227 4			42
IVE MOT	China	TM	Registered	9/25/2 001	200118 0144	1991161	2/7/20 03	9
Logo M	Europe an Community	TM/ SM	Pending	7/27/2 007	006143 821			9, 35, 38, 42
Logo M	Europe an Community	TM/ SM	Registered	7/15/1 999	001245 059	0012450 59	8/19/2 005	9, 42
IVE MOT	Europe an Community	TM/ SM	Pending	7/27/2 007	006143 937			9, 35, 38, 42
IVE MOT	Europe an Community	TM/ SM	Registered	7/15/1 999	001245 075	0012450 75	5/21/2 002	9, 16, 42
IVE MOT SOFTWARE	Europe an Community	TM/ SM	Registered	10/30/ 1997	000666 990	0006669 90	5/17/1 999	9, 16, 42

Mark	Country	Type	Status	Appl. Date	Appl. No.	Reg. No.	Reg. Date	Class
M Logo	Hong Kong	TM/ SM	Pending	8/2/20 07	300926 145			9, 42
MOT IVE	Hong Kong	TM/ SM	Pending/Published	7/31/2 007	300923 832			9, 38, 42
MOT IVE	Hong Kong	TM	Registered	9/24/2 001	15571/ 2001	2003/62 36	5/16/2 003	9
M Logo	India	TM/ SM	Pending	10/31/ 2006	149700 3			9, 42
M Logo	India	TM/ SM	Pending	8/3/20 07	158699 9			9, 42
MOT IVE	India	TM/ SM	Pending	8/3/20 07	158700 0			9, 42
MOT IVE	India	TM/ SM	Pending	10/13/ 2006	149700 2			9, 42
M Logo	Japan	TM/ SM	Pending	8/2/20 07	2007- 85345			9, 42
MOT IVE	Japan	TM/ SM	Pending	8/2/20 07	2007- 85344			9, 42
MOT IVE	Japan	TM/ SM	Registered	7/22/1 999	65230/ 1999	4513270	10/12/ 2001	9, 42
MOT IVE	Korea, South	TM/ SM	Registered	9/20/2 001	2001- 3391	0008404	10/15/ 2003	9, 42
M Logo	Korea, South	TM/ SM	Pending/Published	8/6/20 07	2007- 3350			9, 42
MOT IVE	Korea, South	TM/ SM	Pending/Published	8/6/20 07	2007- 3351			9, 42

Mark	Country	Type	Status	Appl. Date	Appl. No.	Reg. No.	Reg. Date	Class
M Logo	Mexico	SM	Pending	1/30/2008	910441			35
M Logo	Mexico	SM	Pending	2/1/2008	911185			38
M Logo	Mexico	TM	Pending	8/1/2007	872545			9
M Logo	Mexico	SM	Pending	8/1/2007	872546			42
MOT IVE	Mexico	TM	Pending	8/1/2007	872547			9
MOT IVE	Mexico	SM	Pending	8/1/2007	872548			42
MOT IVE	Mexico	SM	Pending	2/1/2008	911186			38
MOT IVE	Mexico	SM	Pending	1/30/2008	910439			35
MOT IVE	Mexico	TM	Registered	1/17/2002	528494	992148	7/12/2007	9
M Logo	Norway	TM/SM	Registered	7/16/1999	1999/07147	200,427	11/18/1999	9, 42
MOT IVE	Norway	TM/SM	Registered	7/16/1999	1999/07148	200,428	11/18/1999	9, 42
M Logo	Singapore	TM/SM	Pending	8/6/2007	T07167331			9, 42
M Logo	Singapore	SM	Pending	11/30/2007	T0722826E			35, 38

Mark	Country	Type	Status	Appl. Date	Appl. No.	Reg. No.	Reg. Date	Class
IVE	Singapore	SM	Pending	11/30/2007	T07228 25G			35, 38
IVE	Singapore	TM/ SM	Pending	8/6/2007	T07167 26F			9, 42
IVE	Singapore	TM	Registered	9/27/2001	T01/15 264Z	T01/152 64Z	9/27/2001	9
Logo	Ireland	TM/ SM	Pending	7/27/2007	58144/ 2007			9, 35, 38, 42
Logo	Ireland	TM/ SM	Registered	7/16/1999	06337/ 1999	477119	7/16/1999	9, 42
IVE	Ireland	TM/ SM	Registered	7/27/2007	58142/ 2007	568584	7/27/2007	9, 35, 38, 42
IVE	Ireland	TM/ SM	Registered	7/16/1999	06335/ 1999	476,893	7/16/1999	9, 42
Logo	Taiwan	TM/ SM	Pending	8/6/2007	960374 15			9, 42
IVE	Taiwan	TM/ SM	Pending	7/31/2007	960364 76			9, 42
IVE	Taiwan	TM	Registered	9/25/2001	900395 47	1,020,505	11/1/2002	9
Logo	United States	TM/ SM	Pending	2/6/2007	77/100, 468			9, 35, 38, 42
Logo	United States	TM/ SM	Registered	8/22/2000	76/114, 360	2,921,895	2/1/2005	9, 42
Logo	United States	TM	Registered	10/1/1997	75/366, 343	2,231,713	3/16/1999	9, 42

Mark	Country	Type	Status	Appl. Date	Appl. No.	Reg. No.	Reg. Date	Class
IVE MOT	United States	TM/ SM	Pending	2/6/20 07	77/100, 531			9, 35, 38, 42
IVE MOT	United States	TM	Registered	4/30/1 997	75/284, 280	2,210,30 4	12/15/ 1998	9
IVE MOT	United States	TM/ SM	Registered	10/1/1 997	75/366, 342	2,270,26 4	8/17/1 999	9, 42
IVE MOT	United States	TM/ SM	Registered	8/22/2 000	76/114, 361	2,575,46 5	6/4/20 02	9, 42

EXHIBIT D
MASK WORKS

Description	Registration/ Application Number	Registration/ Application Date
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