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
RIGHT HEMISPHERE INC.		07/18/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bridge Bank, National Association	
Street Address:	55 Almaden Blvd.	
City:	San Jose	
State/Country:	CALIFORNIA	
Postal Code:	95113	
Entity Type:	NATIONAL ASSOCIATION:	

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2966192	DEEP SERVER
Registration Number:	2922591	DEEP EXPLORATION
Registration Number:	2947650	DEEP PUBLISH
Registration Number:	2924951	DEEP VIEW

CORRESPONDENCE DATA

900112119

Fax Number: (650)833-2001

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

650-833-2247 Phone:

Email: charlotte.fu@dlapiper.com

Correspondent Name: Charlotte X. Fu DLA Piper US LLP Address Line 1: Address Line 2: 2000 University Avenue

Palo Alto, CALIFORNIA 94303 Address Line 4:

ATTORNEY DOCKET NUMBER: 355157-29

NAME OF SUBMITTER: Charlotte X. Fu

Signature:	/s/ Charlotte X. Fu
Date:	07/24/2008
Total Attachments: 5 source=Executed IPSA - RH Inc.200807#pa	age2.tif age3.tif age4.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 18, 2008, (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and RIGHT HEMISPHERE INC. ("Grantor") is made with reference to the Loan and Security Agreement, dated as of the date hereof (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

- (a) 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registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A:
- (b) 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 (collectively, the "Trademarks"), including the Trademarks described in Exhibit B:
- (c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;
- (d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");
- (e) trade secrets, and any and all intellectual property rights in computer software and computer software products;
 - (f) design rights;
- (g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
- (j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

1

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above. GRANTOR: LENDER: RIGHT HEMISPHERE INC. BRIDGE BANK, NATIONAL ASSOCIATION By_ Name: Michael Lynch Name: Michael Title: CEO Title: Address for Notices: Address for Notices: Attn: Doug Garnhart Attn: Technology Division 3825 Hopyard Road, Suite 150 55 Almaden Blvd. Pleasanton, CA 94588 San Jose, CA 95113 Tel: (925) 460-8133 Tel: (408) 556-8500 Fax: (925) 460-8136 Fax: (408) 423-8520

2

EXHIBIT A

COPYRIGHTS

Description	Registration/	Registration/
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	Application	Application
	Number	Date
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		488888

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EXHIBIT B

TRADEMARKS

Description	Registration/	Registration/
	Application	Application
	Number	Date
DEEP SERVER - Computer software for complete and automated graphical repurposing via a suite of modules that provide the ability to search, view, collaborate, manage, translate and publish 2D and 3D graphical data, while integrating with other enterprise software. (IC 009. US 021 023 026 036 038. G&S)	Application Number: 78/196,486 Registration Number: 2,966,192	Filed: 12/19/02 Registered: 07/12/05
DEEP EXPLORATION - Computer software for search, viewing and translation of graphics available via download and CD. (IC 009. US 021 023 026 036 038. G&S)	Application Number: 78/196,434 Registration Number: 2,922,591	Filed 12/19/02 Registered: 02/01/05
DEEP PUBLISH - Computer software for search and retrieval of 3D models and integration into business applications. (IC 009. US 021 023 026 036 038. G&S)	Application Number: 78/196,427 Registration Number: 2947650	Filed 12/19/02 Registered: 05/10/05
DEEP VIEW - Computer software for viewing 3D models in documents and applications. (IC 009. US 012 023 026 036 038. G&S)	Application Number: 78/196,180 Registration Number: 2,924,951	Filed 12/19/02 Registered: 02/08/05
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4

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EXHIBIT C

PATENTS

Description	Registration/Application	Registration/
	Number	Application
		Date
N/A		
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RECORDED: 07/24/2008