

08-20-2008

REC  
T



103520665

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

80.81.8

1. Name of conveying party(ies):

SOA Software, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 6/30/08

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Venture Lending & Leasing IV, Inc.

Internal

Address: \_\_\_\_\_

Street Address: 2010 North First Street

City: San Jose

State: California

Country: US Zip: 95131

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other \_\_\_\_\_
- Citizenship \_\_\_\_\_
- Citizenship \_\_\_\_\_
- Citizenship Maryland
- Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

3,087918; 3,356742; 2,662972; 3,075049; 2,765115; 2,743916; 2,597183; 2,606787

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Russell D. Pollock, Esq.

Internal Address: \_\_\_\_\_

Street Address: Four Embarcadero Center, Suite 4000

City: San Francisco

State: California Zip: 94111

Phone Number: 415-981-1400

Fax Number: 415-777-4961

Email Address: \_\_\_\_\_

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 215.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date 08/19/2008 DBYRNE 00000061 3087918

b. Deposit Account Number \_\_\_\_\_  
Authorized FC:8521 user:1502 48.00 OP 175.00 OP

9. Signature:

Signature  
Jeffrey T. Klugman  
Name of Person Signing

8/14/08

Date

Total number of pages including cover sheet, attachments, and document:

9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

This Intellectual Property Security Agreement (this "Agreement") is made as of June 30, 2008, by and between SOA SOFTWARE, INC., a Delaware corporation ("Grantor"), and VENTURE LENDING & LEASING V, INC., a Maryland corporation ("Secured Party").

RECITALS

A. Pursuant to a Loan and Security Agreement of even date herewith (the "Loan Agreement") between Grantor, as borrower, and Secured Party, as lender, Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in substantially all of Grantor's personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of Secured Party the Loan Agreement granting a security interest in all Collateral, and is executing this Agreement with respect to certain items of Intellectual Property, in particular.

NOW, THEREFORE, THE PARTIES HERETO AGREE 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 Obligations, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following Intellectual Property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the "Collateral" for purposes of this Agreement):

(a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, 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");

(d) Any and all 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;

(e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

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

(g) 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. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business;

(b) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business or as set forth in this Agreement;

(c) To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(d) **Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter in which there is a change or update to the reported contents from the previous fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. Grantor shall promptly advise Secured Party of any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement;**

(e) Grantor shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights (ii) detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which consent shall not be unreasonably withheld;

(f) Grantor shall apply for registration (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (i) those intellectual property rights listed on Exhibits A, B and C hereto within thirty (30) days of the date of this Agreement; and (ii) those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service, prior to the sale or licensing of such product or the rendering of such service to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C), except with respect to such rights that Grantor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests. Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral. Grantor shall give Secured Party notice of all such applications or registrations; and

(g) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be

unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts.

3. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will 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 Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibits A, B and C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law, and (iii) after the occurrence of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

4. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

(a) An Event of Default under the Loan Agreement; or

(b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within thirty (30) days of the sooner to occur of Grantor's receipt of notice of such breach from Secured Party or the date on which such breach first becomes known to Grantor.

5. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments permitted under Section 3 hereof to be made by Secured Party alone.

6. Counterparts. 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.

*Remainder of this page intentionally left blank; signature page follows*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

SOA SOFTWARE, INC.

12100 Wilshire Blvd., Suite 1800  
Los Angeles, CA 90025  
Attn: \_\_\_\_\_

By:  \_\_\_\_\_

Name: Paul Gigg \_\_\_\_\_

Its: President & CEO \_\_\_\_\_

SECURED PARTY:

Address of Secured Party:

VENTURE LENDING & LEASING V, INC.

2010 North First Street, Suite 310  
San Jose, CA 95131  
Attn: Chief Financial Officer

By:  \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

ORIGINAL

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

N/A

N/A

N/A

EXHIBIT B

Patents

- A. MS Patent, Actual, Number 216008-3
- B. U.S. Provisional Patent Application No.: 60/376,101 for METHOD AND APPARATUS FOR MANAGING WEB SERVICES WITHIN A COMPUTER NETWORK SYSTEM was filed on April 25, 2002. We prepared a non-provisional patent draft application (with claims), which was forwarded to Alistair J. Farquharson and Eric Pulier, the two named inventors of the application. U.S Patent Application 10/423,534 based on the above U.S. Provisional Patent Application was filed on April 24, 2003 with respect to the METHOD AND APPARATUS FOR MANAGING WEB SERVICES WITHIN A COMPUTER NETWORK SYSTEM.
- C.

<b>Patents:</b>			
<b>Patent Number</b>	<b>Date Issued</b>	<b>Jurisdiction</b>	<b>Patent Name</b>
<i><b>SOA Software</b></i>			
7,275,104	9/25/2007	United States	Web-Services-Based Data Logging System Including Multiple Data Logging Service Types
7,296,061	11/13/2007	United States	Distributed Web Services Network Architecture
<i><b>LogicLibrary</b></i>			
7,080,355	July 18, 2006	United States	Targeted Asset Capture, Identification and Management
7,149,734	December 2, 2006	United States	Managing Reusable Software Assets
7,200,805	April 3, 2007	United States	Dynamic Generation of Schema Information for Data on Data Description languages
7,322,024	January 22, 2008	United States	Generating Reusable Software Assets from Distributed Artifacts
<b>Patent Applications:</b>			
<b>Application Number</b>	<b>Filing Date</b>		<b>Application Name</b>
<i><b>SOA Software</b></i>			
60/306,538	7/19/2001	United States	XML Smart Mapping System and Method
11/866,063	10/2/2007	United States	Distributed Web Services Network Architecture
10/350,645	1/24/2003	United States	Network Publish/Subscribe System Incorporating Web Services Network Functionality
10/350,644	1/24/2003	United States	Network Publish/Subscribe System Incorporating Web Services Network Routing Architecture
12/024,328	2/1/2008	United States	Network Publish/Subscribe System Incorporating Web Services Network Routing Architecture
10/387,197	3/12/2003	United States	Web Services-Based Computing Resource Lifecycle Management
10/411,848	4/11/2003	United States	Policy-Based, Distributed Message Router
10/423,064	4/25/2003	United States	Metadata-Driven Service Level Performance Instrumentation
10/425,584	4/29/2003	United States	Stateful Messaging Gateway
10/635,053	8/6/2003	United States	Virtual Message Persistence Service
11/196,372	8/2/2005	United States	Contract-Based Web Services Network Policy Mechanism
10/412,176	4/11/2003	United States	Distributed Web Services-based Command and Control Framework
10/460,598	6/11/2003	United States	Virtual message-persistence service
10/423,534	4/24/2003	United States	Method and Apparatus for Managing Web Services within a Computer Network System
<i><b>Logic Library</b></i>			

11/436,102	May 17, 2006	United States	Customizable Asset Governance for a Distributed Reusable Software Library
11/546,844	October 12, 2006	United States	Managing Reusable Software Assets (continuation)
12/016,668	January 18, 2008	United States	Generating Reusable Software Assets from Distributed Artifacts
2002346038	June 28, 2002	Australia	Managing Reusable Software Assets
2451523	June 28, 2002	Canada	Managing Reusable Software Assets
02744793.7-2201	December 30, 2003	European Patent Convention	Managing Reusable Software Assets
2002-511141	June 28, 2002	Japan	Managing Reusable Software Assets
PCT/US02/20962	June 28, 2002	Patent Cooperation Treaty	Managing Reusable Software Assets
203225697	March 5, 2003	Australia	Dynamic Generation of Schema Information for Data on Data Description languages
2479310	March 5, 2003	Canada	Dynamic Generation of Schema Information for Data on Data Description languages
03 744 725.7-2201	September 15, 2004	European Patent Convention	Dynamic Generation of Schema Information for Data on Data Description languages
2003-579111	March 5, 2003	Japan	Dynamic Generation of Schema Information for Data on Data Description languages
PCT/US03/06903	March 5, 2003	Patent Cooperation Treaty	Dynamic Generation of Schema Information for Data on Data Description languages
2607129	May 17, 2006	Canada	Customizable Asset Governance for a Distributed Reusable Software Library
6770546.7	May 17, 2006	European Patent Convention	Customizable Asset Governance for a Distributed Reusable Software Library
PCT/US2006/019189	May 17, 2006	Patent Cooperation Treaty	Customizable Asset Governance for a Distributed Reusable Software Library



**EXHIBIT C****Trademarks**

<b>Owner</b>	<b>Trademark</b>	<b>Class</b>	<b>Official No.</b>	<b>Status</b>
SOA Software	DE and Design	9	3087918	Registered
SOA Software	DIGITAL EVOLUTION	9	3356742	Registered
SOA Software	DE and DESIGN	42	2662972	Registered
SOA Software	DIGITAL EVOLUTION	42	3075049	Registered
Digital Evolution	FLAMENCO NETWORKS and Multiple Waves Desgin	38	2765115	Registered
Digital Evolution	Multiple Waves Desgin	38	2743916	Registered
Digital Evolution	THE FABRIC OF ELECTORNIC COMMERCE	38	2597183	Registered
Digital Evolution	FLAMENCO	38	2606787	Registered
Blue Titan	BLUE TITAN SOFTWARE	9 & 42	2906933	Registered
Blue Titan	BLUE TITAN: THE SERVICES NETWORKING COMPANY	9 & 42	78/706,136	Pending, Notice of Allowance issued
Blue Titan	SOLAR FABRIC	9	2956027	Registered
LL Acquisition Corporation	LOGICLIBRARY		2782610	Registered

**Common Law Trademarks:**

SOA SOFTWARE  
 WORKBENCH  
 WORKBENCH and Design  
 SOLA  
 SERVICE MANAGER  
 INFRASTRUCTURE SUITE  
 SERVICE MANAGER and Design  
 NETWORK DIRECTOR  
 SOA SOFTWARE MANAGEMENT POINT  
 SOA SOFTWARE GATEWAY  
 LOGIDEX  
 ANYSOURCE  
 SMART CONTROLS  
 ACTIVE DESIGN  
 VIRTUAL ASSET WINDOW