

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
XORA, INC.		09/27/2008	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	2400 HANOVER STREET		
City:	PALO ALTO		
State/Country:	CALIFORNIA		
Postal Code:	94304		
Entity Type:	CHARTERED BANK: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3478658	TIMETRACK	
Registration Number:	3478650	GPS TIMETRACK	
Registration Number:	3367713	XORA	
Registration Number:	2510199	XORA	
CORRESPONDENCE DATA			
Fax Number:	(404)962-6736		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(404) 885-3038		
Email:	michael.brignati@troutmansanders.com		
Correspondent Name:	MICHAEL J. BRIGNATI, PH.D.		
Address Line 1:	TROUTMAN SANDERS LLP		
Address Line 2:	600 PEACHTREE STREET, N.E.		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	220763.000956		
NAME OF SUBMITTER:	Michael J. Brignati, Ph.D.		

OP \$115.00 3478658

Signature:	/Michael J. Brignati 60,890/
Date:	10/14/2008
Total Attachments: 7 source=SVB-Xora_IP_Security_Agreement#page1.tif source=SVB-Xora_IP_Security_Agreement#page2.tif source=SVB-Xora_IP_Security_Agreement#page3.tif source=SVB-Xora_IP_Security_Agreement#page4.tif source=SVB-Xora_IP_Security_Agreement#page5.tif source=SVB-Xora_IP_Security_Agreement#page6.tif source=SVB-Xora_IP_Security_Agreement#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of September 27, 2008 by and between SILICON VALLEY BANK ("Bank") and XORA, INC. ("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 September 27, 2008 (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 and Patents 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 and under its intellectual property collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and 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), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

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.

As used herein, the following terms shall have the following meanings:

"Copyrights" are all copyright rights, applications or registrations and like protections in each work or authorship or derivative work, whether published or not (whether or not it is a trade secret) now or later existing, created, acquired or held.

“Patents” are patents, patent applications and like protections, including improvements, divisions, continuations, renewals, reissues, extensions and continuations in part of the same.

“Trademarks” are trademark and service mark rights, registered or not, applications to register and registrations and like protections, and the entire goodwill of the business of Grantor connected with the trademarks.

[Signature Page Follows.]

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.

Address of Grantor:

501 Ellis Street
Mountain View, California 94043
Attn: Sanjay Shirole

Address of Bank:

2400 Hanover Street
Palo Alto, California 94304
Attn: John Willard

GRANTOR:

XORA, INC.

By: Rohney F. Dhargi
Title: CFO

BANK:

SILICON VALLEY BANK

By: _____
Title: _____

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.

Address of Grantor:

501 Ellis Street
Mountain View, California 94043
Attn: _____

GRANTOR:

XORA, INC.

By: _____

Title: _____

Address of Bank:

2400 Hanover Street
Palo Alto, California 94304
Attn: John Willard

BANK:

SILICON VALLEY BANK

By: ANAN JOHAR

Title: Relationship Manager

SCHEDULE A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Security Interest/ Ownership Issues</u>
NONE	N/A	N/A	N/A

SCHEDULE B

Patents

<u>Title</u>	<u>Patent/Patent Application Number (Publication Number)</u>	<u>Issue/Filing Date</u>	<u>Owner/ Assignee</u>	<u>Security Interest/ Ownership Issues</u>
Method and apparatus for location-aware job tracking correlated with multimedia information	11/649,413	01/04/2007	Xora, Inc.	
Method and apparatus for customer retention	11/649,421	01/04/2007	Xora, Inc.	

SCHEDULE C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Security Interest/ Ownership Issues</u>
TIMETRACK (Registered)	3,478,658	08/05/2008	Subject to a security interest granted in favor of MMV Financial, Inc. executed on 05/25/2007 and recorded at reel 3555 frame 0827
GPS TIMETRACK (Registered)	3,478,650	08/05/2008	Subject to a security interest granted in favor of MMV Financial, Inc. executed on 05/25/2007 and recorded at reel 3555 frame 0827
XROUTES! (Abandoned)	77/179,103	05/11/2007	Subject to a security interest granted in favor of MMV Financial, Inc. executed on 05/25/2007 and recorded at reel 3555 frame 0827
ASSETTRACK (Abandoned)	77/166,597	04/26/2007	Subject to a security interest granted in favor of MMV Financial, Inc. executed on 05/25/2007 and recorded at reel 3555 frame 0827
XORA (Registered)	3,367,713	01/15/2008	Subject to a security interest granted in favor of MMV Financial, Inc. executed on 05/25/2007 and recorded at reel 3555 frame 0827
XORA (Registered)	2,510,199	11/20/2001	Subject to a security interest granted in favor of MMV Financial, Inc. executed on 05/25/2007 and recorded at reel 3555 frame 0827
PLAINSPEAK (Cancelled)	2,472,334	07/24/2001	Subject to a security interest granted in favor of MMV Financial, Inc. executed on 05/25/2007 and recorded at reel 3555 frame 0827
TIMETRACK (Registered)	WO0940824	04/30/2007	