

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
DataCore Software Corporation		10/24/2008	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Dr.		
Internal Address:	HG 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77388061	SANHARMONY	
CORRESPONDENCE DATA			
Fax Number:	(303)292-4510		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3032927939		
Email:	trish.rogers@moyewhite.com		
Correspondent Name:	Patricia J. Rogers		
Address Line 1:	1400 16th St.		
Address Line 2:	Suite 600		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	9882.00049		
NAME OF SUBMITTER:	Patricia J. Rogers		
Signature:	/patricia j. rogers/		

CH \$40.00 77388061

Date:

10/28/2008

Total Attachments: 3

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**SECOND AMENDMENT
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS SECOND AMENDMENT to Intellectual Property Security Agreement (this "Amendment") is entered into to be effective the 24th day of October, 2008, by and between Silicon Valley Bank ("Bank") and DataCore Software Corporation, a Florida corporation ("Borrower").

RECITALS

A. Bank and Borrower have entered into that certain Intellectual Property Security Agreement dated as of September 27, 2006, as amended by a First Amendment, dated February 14, 2007 (as the same may from time to time be further amended, modified, supplemented or restated, the "IP Agreement"), pursuant to which Borrower has granted Bank a security interest in all of Borrower's Intellectual Property.

B. Borrower has requested that Bank amend the IP Agreement to add additional Trademarks to Exhibit C thereof.

C. Bank has agreed to so amend certain provisions of the IP Agreement, but only to the extent, in accordance with the terms, subject to the conditions and in reliance upon the representations and warranties set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Definitions. Capitalized terms used but not defined in this Amendment shall have the meanings given to them in the IP Agreement.

2. Amendment to IP Agreement. Exhibit C to the IP Agreement is hereby deleted in its entirety and replaced with Exhibit A to this Amendment.

3. Limitation of Amendment.

3.1 The amendment set forth in **Section 2**, above, are effective for the purposes set forth herein and shall be limited precisely as written and shall not be deemed to (a) be a consent to any other amendment, waiver or modification of any other term or condition of the IP Agreement, or (b) otherwise prejudice any right or remedy which Bank may now have or may have in the future under or in connection with the IP Agreement.

3.2 This Amendment shall be construed in connection with and as part of the Loan Documents and all terms, conditions, representations, warranties, covenants and agreements set forth in the Loan Documents, except as herein amended, are hereby ratified and confirmed and shall remain in full force and effect.

4. Counterparts. This Amendment may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

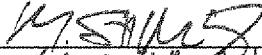
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**TRADEMARK
REEL: 003878 FRAME: 0687**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the date first written above.

BANK:

SILICON VALLEY BANK

By: 
Name: M. Scott McRider
Title: VP

BORROWER:

DATACORE SOFTWARE CORPORATION


By: 
Name: Robert Hynes
Title: CEO

EXHIBIT A

EXHIBIT "C"

TRADEMARKS

<u>Mark</u>	<u>Country</u>	<u>App. Number</u>	<u>App. Date</u>	<u>Reg. Number</u>
DATACORE	European Union	2,516,359	12/24/2001	2,516,359
DATACORE	Hong Kong	11,157/2002	7/19/2002	B7,191/2004
DATACORE	Japan	2001/113,462	12/20/2001	4,624,186
DATACORE	South Korea	2002/30,159	6/28/2002	573,250
DATACORE	Taiwan	91,027,858	6/28/2002	1,043,494
DATACORE	United Kingdom	2,246,125	9/20/2000	2,246,125
DATACORE	United States	78/106,986	2/5/2002	2,747,131
DATACORE (and Design)	United States	75/655,036	3/5/1999	2,672,485
SANCENTRAL	United States	75/766,193	8/2/1999	2,488,736
SANHARMONY	United States	77/388,061	2/4/2008	
SANMAESTRO	Japan	2003-104,238	11/25/2003	4,774,394
SANMAESTRO	United States	78/333,631	11/26/2003	2,993,258
SANMELODY	Japan	2003/091,469	10/17/2003	4,770,330
SANMELODY	United States	78/314,378	10/16/2003	3,012,086
SANSYMPHONY	China (People's Republic Of)	3,247,136	7/18/2002	3,247,136
SANSYMPHONY	European Union	2,516,573	12/24/2001	2,516,573
SANSYMPHONY	Hong Kong	11,158/2002	7/19/2002	B7,192/2004
SANSYMPHONY	Japan	2001/113,463	12/20/2001	4,624,187
SANSYMPHONY	Taiwan	91,027,859	6/28/2002	1,043,495
SANSYMPHONY	United States	75/743,364	6/28/1999	2,632,230
SANVANTAGE	United States	76/035,739	4/27/2000	2,625,960
UPTEMPO	United States	78/752,435	11/11/2005	3,309,113

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