

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
Makana Solutions, Inc.		10/15/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	2221 Washington Street		
Internal Address:	One Newton Executive Park, Suite 200		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02462		
Entity Type:	Bank: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	78555680	MAKANA	
Serial Number:	77007302	MAKANA	
Serial Number:	77007495	MOTIVATOR	
Serial Number:	77534333	MAKANA MOTIVATOR	
Serial Number:	77570627	PLANNING TO PAYMENT	
CORRESPONDENCE DATA			
Fax Number:	(703)415-1557		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	703-415-1555		
Email:	mail@specializedpatent.com		
Correspondent Name:	Christopher E. Kondracki		
Address Line 1:	2001 Jefferson Davis, Hwy., Suite 1007		
Address Line 4:	Arlington, VIRGINIA 22202		
ATTORNEY DOCKET NUMBER:	8100801C		

CH \$140.00 78555680

NAME OF SUBMITTER:	/Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	11/03/2008

Total Attachments: 10
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 15, 2008 (the "Effective Date") by and between SILICON VALLEY BANK ("Bank") and MAKANA SOLUTIONS, 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 as of October 24, 2007, as amended by that certain First Loan Modification Agreement by and between Bank and Grantor dated as of October 15, 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, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Notwithstanding 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 (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

(j) 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.

Upon payment in full in cash of the Obligations (as defined in that certain Loan and Security Agreement by and among, Borrower, Bank and Gold Hill Venture Lending 03, L.P. dated as of even date hereof (the "Bridge Loan Agreement")) and at such time as each Lender's obligation to make the Bridge Loan Advance (as defined in the Bridge Loan Agreement) has terminated, Bank shall execute and deliver to Grantor all releases, terminations, and other instruments as may be necessary or proper to release each Bank's security interest in the Intellectual Property Collateral and all rights shall revert to Grantor.

[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.

GRANTOR:

Address of Grantor:

MAKANA SOLUTIONS, INC.

131 Hartwell Avenue
Lexington, Massachusetts 02421

By: *Elizabeth M. Cobb*
Title: CEO

Attn: Chief Executive Officer

BANK:

Address of Bank:

SILICON VALLEY BANK

One Newton Executive Park, Suite 200
2221 Washington Street
Newton, Massachusetts 02462
Attn: _____

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.

GRANTOR:

Address of Grantor:

131 Hartwell Avenue
Lexington, Massachusetts 0242

Attn: Chief Executive Officer

MAKANA SOLUTIONS, INC.

By: _____

Title: _____

BANK:

Address of Bank:

One Newton Executive Park, Suite 200
2221 Washington Street
Newton, Massachusetts 02462
Attn: _____

SILICON VALLEY BANK

By: *Frank M...*

Title: *Relationship Manager*

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Sales Compensation Management Software	12/116,443	May 7, 2008

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

Trademark List (by Client)

Client: 00574 Makana Solutions, Inc.

Trademark

MAKANA

Case Number	Sub Case	Case Type	Application No.	Publication No.	Registration No.	Status
Country			Filing Date	Date	Date	Next Renewal
MAKATM01		ORD	78/555680			Abandoned
United States of America			28-Jan-2005	02-May-2006		

Classes: 09 Int.

Owner: Makana Solutions, Inc.

Agent: Assistant Comm'r for Trademarks

Attorneys: TFD

Client Reference:

Agent Reference:

Goods: 09 Int.: Software for the development, modeling, and management of incentive cc

MAKANA

MAKATM02		ORD	77/007302		3462913	Registered
United States of America			26-Sep-2006	03-Jul-2007	08-Jul-2008	08-Jul-2018

Classes: 42 Int.

Owner: Makana Solutions, Inc.

Agent: Assistant Comm'r for Trademarks

Attorneys: TFD

Client Reference:

Agent Reference:

Goods: 42 Int.: Providing online non-downloadable software for the development, modelir of incentive compensation plans.

MOTIVATOR

MAKATM03		ORD	77/007495			Abandoned
United States of America			26-Sep-2006			

Classes: 42 Int.

Owner: Makana Solutions, Inc.

Agent: Assistant Comm'r for Trademarks

Attorneys: TFD

Client Reference:

Agent Reference:

Goods: 42 Int.: Providing online non-downloadable software for the development, modelir of incentive compensation plans.

Trademark List (by Client)

Client: 00574 Makana Solutions, Inc.

Trademark

MAKANA MOTIVATOR

Case Number	Sub Case	Case Type	Application No.	Publication No.	Registration No.	Status
Country			Filing Date	Date	Date	Next Renewal
MAKATM04		ORD	77/534333			Pending
United States of America			30-Jul-2008			

Classes: 42 Int.

Owner: Makana Solutions, Inc.

Agent:

Attorneys: TFD

Client Reference:

Agent Reference:

Goods: 42 Int.: Providing on-line non-downloadable software for the development, modeli of incentive compensation plans[this does not include providing on-line computer played on-line]

PLANNING TO PAYMENT

MAKATM05		ORD	77/570627			Pending
United States of America			16-Sep-2008			

Classes: 42 Int.

Owner: Makana Solutions, Inc.

Agent:

Attorneys: TFD

Client Reference:

Agent Reference:

Goods: 42 Int.: Providing on-line non-downloadable software for the development, modeli of incentive compensation[this does not include providing on-line computer game line]

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.

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