

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 |
| MIRIA SYSTEMS, INC. | | 12/31/2007 | CORPORATION: PENNSYLVANIA |
| RECEIVING PARTY DATA | | | |
| Name: | SILICON VALLEY BANK | | |
| Street Address: | 5 RADNOR CORPORATE CENTER, NUMBER 555 | | |
| Internal Address: | 100 MATSONFORD ROAD | | |
| City: | RADNOR | | |
| State/Country: | PENNSYLVANIA | | |
| Postal Code: | 19087 | | |
| Entity Type: | CHARTERED BANK: PENNSYLVANIA | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3340806 | MANAGED PAY | |
| Serial Number: | 77226948 | MIRIA SYSTEMS | |
| 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: | 220763.000766 | | |
| NAME OF SUBMITTER: | Michael J. Brignati, Ph.D. | | |

OP \$65.00 3340806

| | |
|--|------------------------------|
| Signature: | /Michael J. Brignati 60,890/ |
| Date: | 12/04/2008 |
| Total Attachments: 5 source=SVB-Miria_Executed_IP_Security_Agreement#page1.tif source=SVB-Miria_Executed_IP_Security_Agreement#page2.tif source=SVB-Miria_Executed_IP_Security_Agreement#page3.tif source=SVB-Miria_Executed_IP_Security_Agreement#page4.tif source=SVB-Miria_Executed_IP_Security_Agreement#page5.tif | |

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 31, 2007 by and between SILICON VALLEY BANK ("Bank") and MIRIA SYSTEMS, 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 November 13, 2007 (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 enter in that certain First Amendment to Loan and Security Agreement dated of even date herewith by and between Bank and 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 (the "Intellectual Property Collateral").

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.

TYSON01 351834v1 220763-000766

TRADEMARK
REEL: 003899 FRAME: 0720


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:

MIRIA SYSTEMS, INC.

Rose Tree Corporate Center II, Suite 4005
1400 N. Providence Road
Media, Pennsylvania 19063-2052
Attn: Jeff Rokicki

By: 
Name: Jeffrey A Rokicki
Title: VP - Finance

BANK:

Address of Bank:

SILICON VALLEY BANK

Silicon Valley Bank
5 Radnor Corporate Center
Number 555
100 Matsonford Road
Radnor, Pennsylvania 19087
Attn: Richard White

By: _____
Name: _____
Title: _____

{Signature Page to Intellectual Property Security Agreement}

TYSON01 351834v1 220763-000766

TRADEMARK
REEL: 003899 FRAME: 0721

Miria Systems, Inc.

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> |
|--------------|--|------------------------------|----------------------------|--|
| None | N/A | N/A | N/A | N/A |

SCHEDULE C

Trademarks

| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> | <u>Security Interest/ Ownership Issues</u> |
|------------------------------|---|---|--|
| MANAGED PAY (Registered) | 3,340,806 | 11/20/2007 | |
| MIRIA SYSTEMS (Pending) | 77/226,948 | 07/11/2007 | |
| MANAGEDSEARCH (Abandoned) | 76/544,712 | 09/15/2003 | |
| MANAGEDCONTRACTS (Abandoned) | 76/544,711 | 09/15/2003 | |
| MANAGEDHR (Abandoned) | 76/544,703 | 09/15/2003 | |
| MANAGEDSOLUTIONS (Abandoned) | 76/544,704 | 09/15/2003 | |
| MANAGED LENDING (Abandoned) | 78/517,380 | 11/16/2004 | |