

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
HyPerformix, Inc.		12/31/2008	CORPORATION:

RECEIVING PARTY DATA

Name:	LTI Equipment Finance Corp.
Street Address:	221 Danbury Road
City:	Wilton
State/Country:	CONNECTICUT
Postal Code:	06897
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	1906361	OBJECTBENCH
Registration Number:	1891985	SES/OBJECTBENCH
Registration Number:	1592820	SES WORKBENCH
Registration Number:	3101031	HYPERFORMIX
Registration Number:	2784602	MAKING EBUSINESS PERFORM
Registration Number:	3068983	MAKING ENTERPRISES PERFORM
Registration Number:	3068984	MAKING ENTERPRISES PERFORM
Registration Number:	3078802	IPS
Registration Number:	3187703	HYPERFORMIX
Registration Number:	3199135	HYPERFORMIX
Registration Number:	3204364	HYPERFORMIX READINESS ASSESSMENT
Registration Number:	3169339	HYPERFORMIX READINESS ASSESSMENT
Registration Number:	3266878	APPLICATION PERFORMANCE SUMMIT
Registration Number:	3373132	PREDICTIVE IT MANAGEMENT

OP \$365.00 1906361

CORRESPONDENCE DATA

Fax Number: (203)563-1112
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2035631100
Email: vhasiotis@lileasing.com
Correspondent Name: Leasing Technologies International, Inc.
Address Line 1: 221 Danbury Road
Address Line 4: Wilton, CONNECTICUT 06897

NAME OF SUBMITTER:	Hugh M. Baum
Signature:	/Hugh M. Baum/
Date:	01/06/2009

Total Attachments: 5
source=HyPerformix - Intellectual Property Security Agreement - Trademarks#page1.tif
source=HyPerformix - Intellectual Property Security Agreement - Trademarks#page2.tif
source=HyPerformix - Intellectual Property Security Agreement - Trademarks#page3.tif
source=HyPerformix - Intellectual Property Security Agreement - Trademarks#page4.tif
source=HyPerformix - Intellectual Property Security Agreement - Trademarks#page5.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement dated December 30, 2008 is between LEASING TECHNOLOGIES INTERNATIONAL, INC. ("Lender") and HYPERFORMIX, INC. ("Grantor").

RECITALS

A. Lender will make advances to Grantor ("Loans") as described in the Loan and Security Agreement by and between Lender and Grantor dated December 30, 2008 (as the same has been, and may further be, amended, restated or replaced, the "Loan Agreement"). Capitalized terms not otherwise defined herein have the meaning assigned thereto in the Loan Agreement.

B. Grantor has granted Lender a first priority security interest in Grantor's Fixed Assets and, subject to the security interest of Silicon Valley Bank (the "SVB Security Interest"), a security interest in all of its right, title and interest, presently existing or later acquired to all the other Collateral, as more specifically set forth in the Loan Agreement.

AGREEMENT

Subject to the SVB Security Interest, Grantor grants Lender a security interest in all of its right, title and interest in its Intellectual Property Collateral (such as the Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C and D), and all proceeds (such as license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements rights throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part. To the extent that Intellectual Property Collateral is any license or contract right of Grantor, the security interest herein granted extends only to Borrower's interest therein, and does not extend to such licenses or contract rights to the extent that the granting of a security interest therein would be prohibited by applicable law, or that such rights are nonassignable by their terms (but only to the extent the prohibition is enforceable under applicable law, including, without limitation, Section 9.406(d) of the Code) without the consent of the licensor or other party (but only to the extent such consent has not been obtained). Except as disclosed on the Perfection Certificate, Grantor is not a party to, nor is bound by, any material license or other material agreement that prohibits or otherwise restricts Grantor from granting a security interest in Grantor's interest in such license or agreement or any other property. Without prior notice to Lender, Grantor shall not enter into, or become bound by, any such license or agreement which is reasonably likely to have a material impact on Grantor's business or financial condition. Grantor shall take such steps as Lender requests to obtain the consent of, or waiver by, any person whose consent or waiver is necessary for such licenses or contract rights to be deemed "Collateral" and for Lender to have a security interest in it that might otherwise be restricted or prohibited by law or by the terms of any such license or agreement, whether now existing or entered into in the future.

This security interest is granted in conjunction with the security interest granted under the Loan Agreement. Lender's rights and remedies in the security interest are in addition to those in the Loan Agreement and the other Loan Documents, and those available in law or equity. Lender's rights powers and interests are cumulative with every right, power or remedy provided here. Lender's exercise of its rights, powers or remedies in this Agreement, the Loan Agreement or any other Loan Document, does not preclude the simultaneous or later exercise of any or all other right, power or remedy. Upon Grantor's satisfaction of all obligations secured hereby, Lender will, upon request of Grantor, execute and deliver to Grantor, for filing in all applicable jurisdictions, a UCC-3 or similar instrument (including any instrument required by the United States Patent and Trademark Office) to terminate the security interest granted hereunder. Additionally, Lender will promptly upon request of Grantor execute and deliver to Grantor for filing in all applicable jurisdictions a UCC-3 or similar instrument to terminate the security interest granted hereunder with respect to Collateral which Borrower is entitled to transfer under Section 7.1 of the Loan Agreement.

LENDER:

LEASING TECHNOLOGIES
INTERNATIONAL, INC.



(Signature)

Secretary

(Title)

GRANTOR:

HYPERFORMIX, INC.



(Signature)

PRESIDENT & CEO

(Title)

EXHIBIT C

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
OBJECTBENCH®	U.S. Registration No. 1,906,361	© Registered 7/18/95; Renewal due 7/18/15
SES/OBJECTBENCH®	U.S. Registration No. 1,891,985	© Registered 5/2/95; Renewal due 5/2/15
SES WORKBENCH®	U.S. Registration No. 1,592,820	© Registered 4/24/90 Renewal due 4/24/10
SES/WORKBENCH (France)	Registration No. 1,685,566	© Registered 8/7/91; Renewal due 8/7/11
SES & Design (France)	Registration No. 1650930	© Registered 3/19/91; Renewal due 3/19/11;
SES/WORKBENCH (Germany)	Registration No. 2,020,267	© Registered 9/8/92; Renewal due 8/31/11
SES & Design (Germany)	Registration No. 2013446	© Registered 4/29/92; Renewal due 3/31/11
HYPERFORMIX®	U.S. Registration No. 3,101,031	© Filed 6/16/00; Registered 6/6/06 8 & 15 due 6/6/12 Renewal due 6/6/16
HYPERFORMIX (CTM-Europe)	Registration No. 1804624	© Application filed 8/11/00; Registered 2/4/05 Renewal due 8/11/10

HYPERFORMIX (Japan)	Registration No. 4534747	© Filed 8/9/00; Registered 1/11/02 Renewal due 1/11/12
HYPERFORMIX (Texas)	Registration Nos. 800094290, 800094276	© Registered 6/13/02 Renewal due 6/13/12
MAKING EBUSINESS PERFORM®	U.S. Registration No. 2,784,602	© Filed 6/16/00; Registered 11/18/03 8 & 15 due 11/18/09 Renewal due 11/18/13
MAKING ENTERPRISES PERFORM®	U.S. Registration Nos. 3,068,983, 3,068,984	© Filed 6/25/03 Registered 3/14/06 8 & 15 due 3/14/12 Renewal due 3/14/16
IPS®	U.S. Registration No. 3,078,802	© Filed 10/4/04 Registered 4/11/06 8 & 15 due 4/11/12 Renewal due 4/11/16
HYPERFORMIX	U.S. Registration Nos. 3,187,703, 3,199,135	© Filed 9/20/99 Registered 12/19/06 & 1/16/07 8 & 15 due 12/19/12 & 1/16/13 Renewals due 12/19/16 & 1/16/17
HYPERFORMIX READINESS ASSESSMENT	U.S. Registration No. 3,204,364	© Filed 6/25/03 Registered 1/30/07 8 & 15 due 1/30/13 Renewal due 1/30/17
HYPERFORMIX READINESS ASSESSMENT	U.S. Registration No. 3,169,339	© Filed 6/25/03 Registered 11/07/06

		8 & 15 due 11/7/12
		Renewal due 11/07/16
APPLICATION PERFORMANCE SUMMIT	U.S. Registration No. 3,266,878	Registered 7/17/07
		8 & 15 due 7/17/13
		Renewal due 7/17/17
PREDICTIVE IT MANAGEMENT	U.S. Registration No. 3,373,132	Registered 1/22/08
		8 & 15 due 1/22/14
		Renewal due 1/22/18

Trademarks (Applications)

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
--------------------	--	--------------------------------------

Trademarks (Unregistered)

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
--------------------	--	--------------------------------------

HYPERFORMIX WORKBENCH

HYPERFORMIX PERFORMANCE PROFILER

HYPERFORMIX PERFORMANCE DASHBOARD

HYPERFORMIX INFRASTRUCTURE OPTIMIZER

HYPERFORMIX INTEGRATED PERFORMANCE SUITE

HYPERFORMIX APPLICATION ADVISOR

HYPERFORMIX MODELER

HyPerformix and Design