

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Acclaris, Inc.		12/18/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Escalate Capital I, L.P.		
Street Address:	150 Almaden Blvd.		
Internal Address:	Suite 925		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2690430	ACCLARIS	
CORRESPONDENCE DATA			
Fax Number:	(214)758-1550		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-758-1509		
Email:	vwalker@pattonboggs.com		
Correspondent Name:	Vicky Walker		
Address Line 1:	2001 Ross Avenue		
Address Line 2:	Suite 3000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	023854.0123		
NAME OF SUBMITTER:	Vicky Walker		
Signature:	/Vicky Walker, Senior Paralegal/		

OP \$40.00 2690430

Date:

01/08/2009

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 18, 2008 by and between Escalate Capital I, L.P. ("**Lender**") and Acclaris, Inc. ("**Borrower**").

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and between Lender and Borrower dated of even date herewith (as amended from time to time, the "**Loan Agreement**"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender a security interest in all of Borrower's right, title and interest in, its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto) and 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. Borrower represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office or any other agency of any state or country responsible for the registration of any patent, trademark, copyright, or similar protection, as applicable. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Signature page follows.]

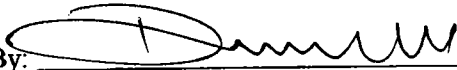
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Borrower:

1511 N. Westshore Blvd.
Suite 350
Tampa, Florida 33607

BORROWER:

ACCLARIS, INC.,
a Delaware corporation

By: 
Name: Dipankar Mandal
Title: President

Address of Lender:

150 Almaden Blvd.
Suite 925
San Jose, California 95113

LENDER:

ESCALATE CAPITAL I, L.P.,
a Delaware limited partnership

By: Escalate Capital Management I,
its general partner

By: EC Management I, L.P.,
a general partner

By: Escalate Capital Management Co., LLC,
its general partner

By: _____
Name: _____
Title: _____

[Signature Page to Intellectual Property Security Agreement]

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REEL: 003915 FRAME: 0059

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 Borrower:

1511 N. Westshore Blvd.
Suite 350
Tampa, Florida 33607

BORROWER:

ACCLARIS, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

Address of Lender:

150 Almaden Blvd.
Suite 925
San Jose, California 95113

LENDER:

ESCALATE CAPITAL I, L.P.,
a Delaware limited partnership

By: Escalate Capital Management I,
its general partner

By: EC Management I, L.P.,
a general partner

By: Escalate Capital Management Co., LLC,
its general partner

By: Tom Schell
Name: Tom Schell
Title: Member

[Signature Page to Intellectual Property Security Agreement]

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EXHIBIT A
Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None		

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Trademark on the Name, Acclaris	Registration # 2690430	February 25, 2003*
*Also, received Notice of Acceptance and Notice of Acknowledgement, dated March 21, 2008		