Form PTO-1594 (Rev. 07/05) OMB Collection 0651-0027 (exp. 6/30/2008)	U.S. DEPARTMENT OF COMMERCI United States Patent and Trademark Offic		
RECORDATION FORM COVER SHEET TRADEMARKS ONLY			
To the Director of the U.S. Patent and Trademark Office: Plea	se record the attached documents or the new address(es) below.		
1. Name of conveying party(ies): BBS TECHNOLOGIES, INC.	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? Yes No Name: Square 1 Bank		
Individual(s) Association General Partnership Limited Partnership ✓ Corporation- State: TEXAS Other Citizenship (see guidelines) Additional names of conveying parties attached? Yes ✓ No 3. Nature of conveyance)/Execution Date(s): Execution Date(s) January 23, 2009 Assignment Merger ✓ Security Agreement Change of Name Other 4. Application number(s) or registration number(s) and	Internal Address: Lee Conner Street Address: 406 Blackwell Street, Suite 240 City: Durham State: NC Country: US Zip: 27701 Association Citizenship General Partnership Citizenship Limited Partnership Citizenship Corporation Citizenship North Carolina Other Citizenship If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment)		
A. Trademark Application No.(s) 77/413,738 and as more fully described in Exhibit C C. Identification or Description of Trademark(s) (and Filing	B. Trademark Registration No.(s) 2,567,527 and as more fully described in Exhibit C Additional sheet(s) attached? Yes No		
5. Name & address of party to whom correspondence concerning document should be mailed: Name: Lee Conner	6. Total number of applications and registrations involved:		
Internal Address: Square 1 Bank Street Address: 406 Blackwell St. Suite 240	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$340 Authorized to be charged by credit card Authorized to be charged to deposit account Enclosed		
City: <u>Durham</u> State: <u>NC</u> Zip: <u>27701</u> Phone Number: <u>919-314-3099</u> Fax Number: <u>919-354-1278</u> - <u>NEW</u> Email Address: <u>Ioandocsdept@square1bank.com</u>	8. Payment Information: a. Credit Card Last 4 Numbers Expiration Date b. Deposit Account Number _50-3822 Authorized User Name _Lee Conner		
9. Signature: Signature Lee Conner Name of Person Signing	Total number of pages including cover sheet, attachments, and document:		

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK REEL: 003925 FRAME: 0805

EXHIBIT C

TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
IDERA	2,567,527	05/07/2002
SQLCHECK	3,019,829	11/29/2005
SQLTOOL	3,047,115	01/17/2006
SQLCONFIG	3,096,511	05/23/2006
SQLSAFE	3,098,986	05/30/2006
SQL COMPLIANCE MANAGER	3,134,505	08/22/2006
SQLSUITE	3,161,041	10/17/2006
DTX	3,173,061	11/21/2006
SQLSCHEDULE	3,190,270	12/26/2006
SQLSECURE	3,268,462	07/24/2007
Ultimate Boot CD	77/413,738	03/05/2008
НОТ СОРУ	77/530,012	07/23/2008
CDP	77/514,074	07/02/2008

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TRADEMARK REEL: 003925 FRAME: 0806

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of January 23, 2009 by and between SQUARE 1 BANK ("Bank") and BBS Technologies, Inc., a Texas corporation ("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 of even date herewith (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).
- **B.** Bank is willing to extend and to continue to extend financial accommodations to 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.
- C. 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits 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 (collectively, "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

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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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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:	BBS Technologies, Inc.		
802 Lovett Boulevard Houston, Texas 77006	Ву:		
	Title: PRESIDENT/CED		
	₹ ** 		
	BANK:		
Address of Bank:	SQUARE I BANK		
406 Blackwell Street, Suite 240	Ву:		
Durham, NC 27701 Attn: Loan Documentation Department	Title:		

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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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:	BBS Technologies, Inc.
802 Lovett Boulevard Houston, Texas 77006	Ву:
	Title:
	BANK:
Address of Bank:	SQUARE 1 Bank
406 Blackwell Street, Suite 240	By: Manie (1/16m
Durham, NC 27701	(0) 500
Attn: Loan Documentation Department	Title W

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EXHIBIT A

COPYRIGHTS

	Registration	Registration	
Description	Number	Date	

None.

square 1 bank

TRADEMARK REEL: 003925 FRAME: 0810

Ехнівіт В

PATENTS

Description	Registration OR Serial Number	Registration OR Filing Date
Volume Mount Authentication	10/898,048	07/24/2004
System and method for efficiently storing differential backup snapshots	12/004,917	12/21/2007

square 1 bank

RECORDED: 01/26/2009

REEL: 003925 FRAME: 0811