

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
SQLSUTTE	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
HOT COPY	77/530,012	07/23/2008
CDP	77/514,074	07/02/2008

square 1 bank

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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

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:

802 Lovett Boulevard
Houston, Texas 77006

BBS Technologies, Inc.

By: Title: PRESIDENT/CEO**BANK:**

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

SQUARE 1 BANK

By: _____

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

By: _____

Title: _____

BANK:

Address of Bank:

SQUARE 1 BANK406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation DepartmentBy:  _____Title:  _____

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EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
None.		

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EXHIBIT B**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

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