

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
METRICSTREAM, INC.		03/06/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	MONTAGE CAPITAL, LLC for itself and on behalf of GOLD HILL CAPITAL 2008, LP		
Street Address:	5201 Great America Parkway		
Internal Address:	Suite 320		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2914547	METRICSTREAM	
Registration Number:	3237734	ZAPLET	
CORRESPONDENCE DATA			
Fax Number:	(858)550-6420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	858-550-6403		
Email:	erin.obrien@cooley.com		
Correspondent Name:	Erin O'Brien		
Address Line 1:	c/o Cooley Godward Kronish LLP		
Address Line 2:	4401 Eastgate Mall		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	306316-125 METRICSTREAM		
NAME OF SUBMITTER:	Erin O'Brien		

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Signature:

/Erin O'Brien/

Date:

03/12/2009

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 6, 2009 by and among Montage Capital, LLC, a California limited liability company, for itself and on behalf of GOLD HILL CAPITAL 2008, LP, a Delaware limited partnership (collectively, "Lender") and METRICSTREAM, INC., a Delaware corporation, formerly known as Zaplet, 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 Exhibits 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, 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.]

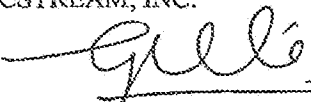
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

BORROWER:

Address of Borrower:

2600 E. Bayshore Road
Palo Alto, CA 94303
Attn: Gunjan Sinha, Chairman/
Gaurav Kapoor, CFO

METRICSTREAM, INC.

By: 
Name: Gunjan Sinha
Title: Chairman

LENDER:

Address of Lender:

5201 Great America Parkway, Suite 320
Santa Clara, CA 95054
Attn: Mike Rose

MONTAGE CAPITAL, LLC,


By: 
Name: MICHAEL J. ROSE
Title: MANAGING PARTNER

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
MetricStream	TX5866212	09/08/03
Zaplet application server: release 2.0.	TXu1120083	08/13/02
Zaplet application server: release 1.0.	TXu1038279	06/19/02

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/ Serial Number</u>	<u>Issue /Application Date</u>
Methods and apparatus providing electronic messages that are linked and aggregated	7,130,885	10/31/06
Methods and systems to manage and track the states of electronic media	6,871,216	03/22/05
Method and system for process interaction among a group	6,691,153	02/10/04
Method system and program product for accessing a file using values from a redirect message string for each change of the link identifier	6,523,063	02/18/03
Method and system for group content collaboration	6,507,865	01/14/03
Method for communicating information among a group of participants	6,505,233	01/07/03
Electronic media for communicating information among a group of participants	6,496,849	12/17/02
System for communicating information among a group of participants	6,463,461	10/08/02
System and method for group choice making	6,457,045	09/24/02
Methods and systems to manage and track the states of electronic media	6,453,337	09/17/02

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
METRICSTREAM	2,914,547	12/28/04
ZAPLET	3,237,734	05/01/07