

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT												
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the PTO-1594 to delete reg. nos. 1842582; 1804624; and 2614451 previously recorded on Reel 003466 Frame 100. Assignor(s) hereby confirms the Security Agreement did not include the identified reg. nos., and such reg. nos. were listed in the cover sheet in error.												
<b>CONVEYING PARTY DATA</b>													
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Name</th> <th style="width:20%;">Formerly</th> <th style="width:15%;">Execution Date</th> <th style="width:35%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>Hyperformix, Inc.</td> <td></td> <td>08/04/2006</td> <td>CORPORATION: TEXAS</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	Hyperformix, Inc.		08/04/2006	CORPORATION: TEXAS				
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Hyperformix, Inc.		08/04/2006	CORPORATION: TEXAS										
<b>RECEIVING PARTY DATA</b>													
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20%;"><b>Name:</b></td> <td>Silicon Valley Bank</td> </tr> <tr> <td><b>Street Address:</b></td> <td>3003 Tasman Drive</td> </tr> <tr> <td><b>City:</b></td> <td>Santa Clara</td> </tr> <tr> <td><b>State/Country:</b></td> <td>CALIFORNIA</td> </tr> <tr> <td><b>Postal Code:</b></td> <td>95054</td> </tr> <tr> <td><b>Entity Type:</b></td> <td>CORPORATION: DELAWARE</td> </tr> </table>		<b>Name:</b>	Silicon Valley Bank	<b>Street Address:</b>	3003 Tasman Drive	<b>City:</b>	Santa Clara	<b>State/Country:</b>	CALIFORNIA	<b>Postal Code:</b>	95054	<b>Entity Type:</b>	CORPORATION: DELAWARE
<b>Name:</b>	Silicon Valley Bank												
<b>Street Address:</b>	3003 Tasman Drive												
<b>City:</b>	Santa Clara												
<b>State/Country:</b>	CALIFORNIA												
<b>Postal Code:</b>	95054												
<b>Entity Type:</b>	CORPORATION: DELAWARE												
<b>PROPERTY NUMBERS Total: 3</b>													
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:20%;">Property Type</th> <th style="width:15%;">Number</th> <th style="width:65%;">Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>1842582</td> <td></td> </tr> <tr> <td>Registration Number:</td> <td>2614451</td> <td>M MARKET USA</td> </tr> <tr> <td>Registration Number:</td> <td>1804624</td> <td>ALPHA CRITTERS</td> </tr> </tbody> </table>		Property Type	Number	Word Mark	Registration Number:	1842582		Registration Number:	2614451	M MARKET USA	Registration Number:	1804624	ALPHA CRITTERS
Property Type	Number	Word Mark											
Registration Number:	1842582												
Registration Number:	2614451	M MARKET USA											
Registration Number:	1804624	ALPHA CRITTERS											
<b>CORRESPONDENCE DATA</b>													
<p>Fax Number: (214)210-5941  <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 214.210.5940          Email: rschultz@grspc.com, Inormand@grspc.com          Correspondent Name: George R. Schultz          Address Line 1: 5400 LBJ Freeway          Address Line 2: Suite 1200          Address Line 4: Dallas, TEXAS 75240</p>													
<b>ATTORNEY DOCKET NUMBER:</b>	44601.0101												

OP \$90.00 1842582

NAME OF SUBMITTER:	George R. Schultz
Signature:	/s/ George R. Schultz
Date:	07/31/2009
<b>Total Attachments: 11</b> source=Hyperformix Assignment and Cover Sheets#page1.tif source=Hyperformix Assignment and Cover Sheets#page2.tif source=Hyperformix Assignment and Cover Sheets#page3.tif source=Hyperformix Assignment and Cover Sheets#page4.tif source=Hyperformix Assignment and Cover Sheets#page5.tif source=Hyperformix Assignment and Cover Sheets#page6.tif source=Hyperformix Assignment and Cover Sheets#page7.tif source=Hyperformix Assignment and Cover Sheets#page8.tif source=Hyperformix Assignment and Cover Sheets#page9.tif source=Hyperformix Assignment and Cover Sheets#page10.tif source=Hyperformix Assignment and Cover Sheets#page11.tif	





## AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement dated August 4, 2006 is between SILICON VALLEY BANK ("Bank") and HYPERFORMIX, INC. ("Grantor").

### RECITALS

A. Bank will make advances to Grantor ("Loans") as described in the Loan and Security Agreement by and between Bank and Grantor dated November 26, 2002 (as the same has been, and may further be, amended, restated or replaced, the "Loan Agreement"). Pursuant to the terms of that certain Intellectual Property Security Agreement dated November 26, 2002 (the "Original IP Security Agreement"), Grantor has granted Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works and other intellectual property (the "Intellectual Property Collateral"). Capitalized terms not otherwise defined herein have the meaning assigned thereto in the Loan Agreement.

B. In connection with that certain Eighth Amendment to Loan and Security Agreement dated of even date herewith by and between Bank and Grantor, Bank and Grantor have agreed to amend and restate the Original IP Security Agreement.

C. Grantor has granted Bank a security interest in all of its right, title and interest, presently existing or later acquired to all the Collateral.

### AGREEMENT

Grantor grants Bank 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 Bank, 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 Bank 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 Bank 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. Bank'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. Bank's rights powers and interests are cumulative with every right, power or remedy provided here. Bank'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, Bank 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, Bank 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.

Page 1

TRADEMARK  
REEL: 003466 FRAME: 0102

TRADEMARK  
REEL: 004035 FRAME: 0009

BANK:

SILICON VALLEY BANK

Scott Downey  
(Signature)

Vice President  
(Title)

GRANTOR:

HYPERFORMIX, INC.

[Handwritten Signature]  
(Signature)

CEO  
(Title)

EXHIBIT C

Trademarks (Registered)

<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
CODE GENESIS®	U.S. Registration Nos. 2,111,343, 2,082,440	2,111,343 - ® Registered 11/4/97; Renewal due 11/4/07 2,082,440 -® Registered 7/22/97; Renewal due 7/22/07
SES/OBJECTBENCH®	U.S. Registration No. 1,891,985	® Registered 5/2/95; Renewal due 5/2/15
SES/SCOPE®	U.S. Registration No. 2,425,384	® Registered 1/30/01; 8 & 15 due 1/30/07; Renewal due 1/30/11
SES/RTL®	U.S. Registration No. 2,076,631	® Registered 7/8/97; Renewal due 7/8/07
SES/SIM®	U.S. Registration No. 2,076,630	® Registered 7/8/97; Renewal due 7/8/07
SES/DESIGN®	U.S. Registration No. 2,076,629	® Registered 7/8/97 Renewal due 7/8/07
SES® & design	U.S. Registration No. 2,076,628	® Registered 7/8/97;

		Renewal due 7/8/07;
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/WORKBENCH (Great Britain)	Registration No. 1,473,199	® Registered 8/8/91; Renewal 8/8/08; An Assignment needs to be done
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/WORKBENCH (Japan)	Registration No. 4067926	® Registered 10/9/97; Renewal due 10/9/07; Need to do an Assignment
SES & Design (Great Britain)	Registration No. 1459085	® Registered 9/24/90; Renewal due 9/24/07; Need to do an Assignment
SES & Design (Germany)	Registration No. 2013446	® Registered 4/29/92; Renewal due 3/31/11
SES & Design (Japan)	Registration No. 2721063	® Registered 4/25/97; Renewal due 4/25/07; Need to do an Assignment
HYPERFORMIX®	U.S. Registration No. 3,101,031	® Filed 6/16/00; Registered 6/6/06



HYPERFORMIX (CTM-Europe)	Registration No. 1804624	8 & 15 due 6/6/12 Renewal due 6/6/16 ® Application filed 8/11/00; Registered 2/4/05
HYPERFORMIX (Japan)	Registration No. 4534747	Renewal due 8/11/10 ® 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 Nos. 2,784,602, 2,729,729	2,784,602 - ® Filed 6/16/00; Registered 11/18/03 8 & 15 due 11/18/09 Renewal due 11/18/13 2,729,729 - ® Filed 6/16/00; Registered 6/24/03 8 & 15 due 6/24/09 Renewal due 6/24/13
WHEN PERFORMANCE COUNTS, COUNT ON HYPERFORMIX!®	U.S. Registration No. 2,782,612	® Filed 9/12/01 Registered 11/11/03 8 & 15 due 11/11/09 Renewal due 11/11/13
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

Trademarks (Applications)

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
HYPERFORMIX	U.S. Application Nos. 75/802,928, 76/071,827	75/802,928 - <sup>TM</sup> Filed 9/20/99 SOU filed 2/8/06 Office action received 5/8/06 (need substitute specimen for class 42) Response due 11/6/06  76/071,827 - <sup>TM</sup> Filed 6/16/00; Notice of Allowance received 6/6/06 SOU due 12/6/06
WHEN PERFORMANCE COUNTS, COUNT ON HYPERFORMIX!	U.S. Application No. 76/312,664	<sup>TM</sup> Filed 9/12/01 Notice of Allowance received 4/18/06 SOU due 10/18/06
HYPERFORMIX READINESS ASSESSMENT	U.S. Application Nos. 78/267,023, 78/267,035	78/267,023 - <sup>TM</sup> Filed 6/25/03 Notice of Allowance received 6/13/06 SOU due 12/13/06  78/267,035 - <sup>TM</sup> Filed 6/25/03 Notice of Allowance received 2/21/06 SOU due 8/21/06
ALIGNIT	U.S. Application No. 78/408,713	Filed 4/27/04 Published for opposition 2/1/05

TRADEMARK  
REEL: 003466 FRAME: 0107

TRADEMARK  
REEL: 004035 FRAME: 0014

HYPERFORMIX ALIGNIT	U.S. Application No. 78/408,720	Filed 4/27/04
		Notice of Allowance received 1/3/06
		SOU due 7/3/06
IPS ENTERPRISE CAPACITY PLANNER	U.S. Application No. 78/494,295	Filed 10/4/04
IPS APPLICATION PERFORMANCE OPTIMIZER	U.S. Application No. 78/494,293	Filed 10/4/04
IPS APPLICATION PERFORMANCE DESIGNER	U.S. Application No. 78/494,290	Filed 10/4/04

Trademarks (Unregistered)

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
STRATEGIZER		
WE MAKE ECOMMERCE PERFORM	S/N 75/879,638	
WE MAKE EBUSINESS PERFORM	S/N 75/879,637	
WE MAKE ERETAIL PERFORM	S/N 75/879,636	
ESIM	S/N 75/748,995	
MAKING EBUSINESS PERFORM (CTM)	1842582	
MAKING EBUSINESS PERFORM (JAPAN)	87942/00	
HYPERFORMIX WORKBENCH		
HYPERFORMIX PERFORMANCE PROFILER		
HYPERFORMIX PERFORMANCE DASHBOARD		
HYPERFORMIX		

INFRASTRUCTURE OPTIMIZER

HYPERFORMIX INTEGRATED  
PERFORMANCE SUITE

HYPERFORMIX APPLICATION  
ADVISOR

HYPERFORMIX MODELER

SOFTWARE THAT ENGINEERS  
PERFORMANCE

WHEN PERFORMANCE  
COUNTS, COUNT ON  
HYPERFORMIX! (CTM)

2614451

Filed 3/12/02

TRADEMARK  
REEL: 003466 FRAME: 0109

TRADEMARK  
REEL: 004035 FRAME: 0016

EXHIBIT D

Mask Works

Description

Registration/Application  
Number

Registration/Application  
Date

N/A

RECORDED: 10/20/2006

TRADEMARK  
REEL: 003466 FRAME: 0110

RECORDED: 07/31/2009

TRADEMARK  
REEL: 004035 FRAME: 0017