### TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	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.

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Hyperformix, Inc.		08/04/2006	CORPORATION: TEXAS

### **RECEIVING PARTY DATA**

Name:	Silicon Valley Bank
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	CORPORATION: DELAWARE

### PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	1842582	
Registration Number:	2614451	M MARKET USA
Registration Number:	1804624	ALPHA CRITTERS

## CORRESPONDENCE DATA

Fax Number: (214)210-5941

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 214.210.5940

Email: rschultz@grspc.com, lnormand@grspc.com

Correspondent Name: George R. Schultz
Address Line 1: 5400 LBJ Freeway

Address Line 2: Suite 1200

Address Line 4: Dallas, TEXAS 75240

ATTORNEY DOCKET NUMBER: 44601.0101

TRADEMARK REEL: 004035 FRAME: 0005 \$90.00 1842582

900139898

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

	FORM PTO-1594 01 - 10	-2007 U.S. DEPARTMENT OF
	COMMERCE	M- M-
~	(Rev. 07/05) OMB No. 0651-0027 (exp. 06/30/2008)	United States Patent and Trademark Office
0	To the Director of the U.S. Pater. 10335	9631 .ched documents or the new address(es) below.
- 3	1. Name of conveying party(les):	2. Name and address of receiving party(ies):
5	Hyperformix, Inc	Additional name(s) of conveying parties attached? ☐Yes ☒ No
· \		Name: Silicon Valley Bank
~		Internal Address
0	☐ Individual(s) ☐ Association	
$\sim$	General Partnership Limited Partnership	Street Address: 3003 Tasman Drive
	M Corporation State	
	☑ Corporation-State ☐ Other	City: Santa Clara
		State: CA
	Additional name(s) of conveying parties attached? ☐Yes ☒ No	Country: USA
	3. Nature of conveyance/ Execution Date(s):	Zip: 95054
	Tues, the Date (a) 00/04/00	Accordation Citizenskin
	Execution Date(s): 08/04/06	Association Citizenship General Partnership Citizenship
	☐ Assignment ☐ Merger	Limited Partnership Citizenship
		☐ Corporation- STATE DEAWARE
	Security Agreement	Other
		If assignee is not domiciled in the United States, a domestic representative
	☐ Other	designation is attached: Yes No (Designations must be a separate document from assignment)
	4. Application number(s) or registration number(s) and identi	
	A. Tandamanda Annikaskina Nie /a\	In Trademant Destatuation No. (2)
	A. Trademark Application No.(s) <b>75/802,928</b> 78/408,713 75/879,637	B. Trademark Registration No.(s) 3,101,031 3,068,984 2,111,343
	76/071,827 78/494,295 75/879,636	1,804,624 3,068,983 2,082,440
	76/312/664 78/494,293 75/748,995	2,784,602 3,078,802 2,425,384
	78/267,023 78/494,290 78/408,720	2,729,729 1842 582
	78/267,035 75/879,638	2,782,612 2,614,451
		No. T. Committee Committee
	C. Identification or Description of Trademark(s) (and Filing Da Registration Number is unknown):	te if Application or Additional sheets attached? ☐ Yes ☑ No
	5. Name and address of party to whom	6. Total number of applications and
	correspondence	registrations involved: 28
	concerning document should be mailed:	
	Name: Silicon Valley Bank	7. Total fee (37 CFR 2.6 (b)(6) & 3.41): Has been paid
	Internal Address: HF154	Authorized to be charged by credit card
		Authorized to be charged to deposit account
	Street Address: 3003 TASMAN DRIVE	☑ Enclosed
	City: SANTA CLARA State: CA ZIP: 95054	8. Payment Information:
	Phone Number: (408)654-4044	a. Credit Card Last 4 Numbers  Expiration Date
	Fax Number: (408)654-6313	·
	Fax Number. (400)004-0010	b. Deposit Account Number
	Email Address: AMDC@SVB.COM	Authorized User Name
,	9. Signature. Paulua Esta Signature	December 19, 2006 Date
		Total number of pages including cover
	Paulina Estrada Name of Person Signing	sheet, attachments, and document:
	1	area area 0140 or mailed to:

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

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10	-23-2006 LIS DEDARTMENT OF COMMERC
FORM P10-1594	U.S. DEPARTIVIENT OF CONSIDER
OMB No. 0651-0027 (exp. 06/30/2008)	
	13325561ments or the new address(es) below.
1. Name of conveying party(ies):	2. Name and address of receiving party(ies):
Hyperformix, Inc.	Additional name(s) of conveying parties attached? Tyes Vo
	Name: Silicon Valley Bank
	Internal Address Loan Documentation HF 154
Individual(s) Association	Out of Address 2000 Terrors Du
☐ General Partnership ☐ Limited Partnership ☐ Corporation-State	Street Address: 3003 Tasman Dr.
Other	Street Address: 3003 Tasman Dr.
<del></del>	State CA
Additional name(s) of conveying parties attached?   Yes   No	City Santa Clara State CA Country USA Zip 95054  Association Citizenship City Santa Clara
3. Nature of conveyance/ Execution Date(s):	Zip 95054
Execution Date(s): 08/04/06	Association Citizenship
execution Date(s): 00/04/00	Association Citizenship
Assignment Merger	☐ Jimited Partnership Citizenship
_ · ·	☑ Corporation Citizenship
Security Agreement	Other Citizenship
	If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
Other	(Designations must be a separate document from assignment)
<ol> <li>Application number(s) or registration number(s) and id</li> </ol>	entification or description of the Trademark:
A. Turdousede Ameliantian No. (a)	D. Tradamark Basistration No. (a)
A. Trademark Application No.(s) 75/802,928 78/408, 713 75/879,637	B. Trademark Registration No.(s) 2,784,602 3,078,802 2,425,384
76/071,827 78/494,295 75/879,636	2,729,729 1,842.582
76/312/664 78/494,293 75/748,995	3,101,031 2,782,612 2,614,451
	1,804,624 3,068,983 2,111,343
78/267,023 78/494,290 <b>プラ</b> / 408, フ2 <i>0</i> 78/267,035 75/879,638	4,534,7478 3,068,984 2,082,440
<ol><li>Name and address of party to whom correspondence concerning document should be mailed:</li></ol>	6. Total number of applications and registrations involved: 28
Name: Silicon Valley Bank	
	7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$! 715.
internal Address: Loan Collateral HF154	Authorized to be charged by credit card  Authorized to be charged to deposit account
Street Address: 3003 Tasman Dr.	Enclosed
•	
City: Santa Clara State: CA ZIP: 95054	8. Payment Information:
	a. Credit Card Last 4 Numbers
Phone Number: (408) 654-4042	Expiration Date
Fax Number: (408) 654-6313	b. Deposit Account Number
	b. Deposit Account Number Authorized User Name
Fax Number: (408) 654-6313 Email Address: Idc@svbank.com	b. Deposit Account Number Authorized User Name
	b. Deposit Account Number Authorized User Name
	b. Deposit Account Number Authorized User Name
9. Signature. <u>Maribe Migarda</u> (Signature	b. Deposit Account Number Authorized User Name
Email Address: Idc@svbank.com	b. Deposit Account Number Authorized User Name
9. Signature. Yaribe O Wignedon Signature Unbel Higareda Go Amy Zuhn Name of Person Signing	b. Deposit Account Number Authorized User Name  10 13 00  Date  Total number of pages including cover sheet, attachments, and document:
9. Signature. Yaribe O Wignedon Signature Unbel Higareda Go Amy Zuhn Name of Person Signing	b. Deposit Account Number Authorized User Name  10 13 00  Date  Total number of pages including cover sheet, attachments, and document:
9. Signature. Yaube O Mignedor (Signature  Manbel Hayarda Go Amy Zhh Name of Person Signing)	b. Deposit Account Number Authorized User Name  10 13 00  Date  Total number of pages including cover sheet, attachments, and document:

TRADEMARK
REEL: 003466 FRAME: 0101

# 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 (including any instrument Additionally, Bank will promptly upon request of Grantor execute and deliver to Grantor 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 for filing in all applicable jurisdictions a UCC-3 or similar instrument to terminate the security interest granted for filing in all applicable jurisdictions a UCC-3 or similar instrument to terminate the Loan Agreement.

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TRADEMARK
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BANK:

SILICON VALLEY BANK

(Signature)

Vice Prosident

(Title)

GRANTOR:

HYPERFORMIX, INC.

(Signature)/

(Title)

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TRADEMARK
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## EXHIBIT C

## Trademarks (Registered)

Description	Registration/Application <u>Number</u>	Registration/Application <u>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,	2,111,343 - ® Registered 11/4/97;
	2,082,440	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;

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### 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
	ES & Design (Great Britain)	Registration No. 1459085	® Registered 9/24/90;
	<u> </u>		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

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			8 & 15 due 6/6/12
			Renewal due 6/6/16
	HYPERFORMIX (CTM-Europe)	Registration No. 1804624	® Application filed 8/11/00;
			Registered 2/4/05
			Renewal due 8/11/10
	HYPERFORMIX (Japan)	Registration No. 4534747	® Filed 8/9/00;
			Registered 1/11/02
			Renewal due 1/11/12
	HYPERFORMIX (Texas)	Registration Nos. 800094290,	® Registered 6/13/02
		800094276	Renewal due 6/13/12
	MAKING EBUSINESS	U.S. Registration Nos. 2,784,602,	2,784,602 - ® Filed 6/16/00;
	PERFORM®	2,729,729	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	U.S. Registration No. 2,782,612	® Filed 9/12/01
	COUNTS, COUNT ON HYPERFORMIX!®		Registered 11/11/03
			8 & <b>1</b> 5 due 11/11/09
			Renewal due 11/11/13
	MAKING ENTERPRISES	U.S. Registration Nos. 3,068,983,	® Filed 6/25/03
	PERFORM®	3,068,984	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

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**TRADEMARK REEL: 003466 FRAME: 0106** 

Registered 4/11/06

8 & 15 due 4/11/12

Renewal due 4/11/16

Trademarks (Applications)

Registration/Application Registration/Application Description Number Date U.S. Application Nos. 75/802,928, 75/802,928 - ™ Filed 9/20/99 HYPERFORMIX 76/071,827 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 - ™ Filed 6/16/00; Notice of Allowance received 6/6/06 SOU due 12/6/06 U.S. Application No. 76/312,664 ™ Filed 9/12/01 WHEN PERFORMANCE COUNTS, COUNT ON Notice of Allowance received 4/18/06 HYPERFORMIX! SOU due 10/18/06 78/267,023 - ™ Filed 6/25/03 U.S. Application Nos. 78/267,023, HYPERFORMIX READINESS ASSESSMENT 78/267,035 Notice of Allowance received 6/13/06 SOU due 12/13/06 78/267,035 - ™ Filed 6/25/03 Notice of Allowance received 2/21/06 SOU due 8/21/06 Filed 4/27/04 U.S. Application No. 78/408,713 ALIGNIT

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Published for opposition 2/1/05

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)	
Description	Registration/Application <u>Number</u>	Registration/Application <u>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		

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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

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TRADEMARK
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EXHIBIT D

Mask Works

Description

Registration/Application
Number

Registration/Application <u>Date</u>

J/A

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**RECORDED: 10/20/2006** 

**RECORDED: 07/31/2009** 

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