

**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 include 1906361; 1891985; 2076631; 2076630; 2076629; 2076628; 1592820 previously recorded on Reel 003466 Frame 100. Assignor(s) hereby confirms the Security Agreement included the identified reg. nos., but such reg. nos. were excluded from the cover sheet in error.

**CONVEYING PARTY DATA**

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

**RECEIVING PARTY DATA**

<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

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	1906361	OBJECTBENCH
Registration Number:	1891985	SES/OBJECTBENCH
Registration Number:	2076631	SES/RTL
Registration Number:	2076630	SES/SIM
Registration Number:	2076629	SES/DESIGN
Registration Number:	2076628	SES
Registration Number:	1592820	SES WORKBENCH

**CORRESPONDENCE DATA**

Fax Number: (214)210-5491  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: rschultz@grspc.com, Inormand@grspc.com  
 Correspondent Name: George R. Schultz

**OP \$190.00 1906361**

Address Line 1: 5400 LBJ Freeway  
Address Line 2: Suite 1200  
Address Line 4: Dallas, TEXAS 75240

ATTORNEY DOCKET NUMBER: 44601.0101

NAME OF SUBMITTER: George R. Schultz

Signature: /s/ George R. Schultz

Date: 07/31/2009

**Total Attachments: 13**

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**RECORDATION FORM COVER SHEET  
 TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Hyperformix, Inc.

- 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) 08/04/06

- Assignment                               Merger  
 Security Agreement                   Change of Name  
 Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes

No

Name: Silicon Valley Bank

Internal

Address: \_\_\_\_\_

Street Address: 3003 Tasman Drive

City: Santa Clara

State: CA

Country: USA

Zip: 95054

- Association    Citizenship \_\_\_\_\_  
 General Partnership    Citizenship \_\_\_\_\_  
 Limited Partnership    Citizenship \_\_\_\_\_  
 Corporation    Citizenship Delaware  
 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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

SEE ATTACHMENT

B. Trademark Registration No.(s)

SEE ATTACHMENT

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: George R. Schultz

Internal Address: Suite 1200

Street Address: 5400 LBJ Freeway

City: Dallas

State: TX

Zip: 75240

Phone Number: 214.210.5940

Fax Number: 214.210.5941

Email Address: rschultz@grspc.com

**6. Total number of applications and registrations involved:**

31

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ PAID**

- Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Signature

George R. Schultz

Name of Person Signing

July 30, 2009

Date

Total number of pages including cover sheet, attachments, and document:

2

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

**FORM PTO-1594 ATTACHMENT**

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

**A. Trademark Application No.(s)**

75/802,928	78/408,713	75/879,637
76/071,827	78/494,295	75/879,636
76/312,664	78/494,293	78/748,995
78/267,023	78/494,290	78/408,720
78/267,035	75/879,638	

**B. Trademark Registration No.(s)**

3,101,031	3,078,802	2,076,631
2,784,602	2,111,343	2,076,630
2,729,729	2,082,440	2,076,629
2,782,612	2,425,384	2,076,628
3,068,984	1,906,361	1,592,820
3,068,983	1,891,985	

01-10-2007



103359631

To the Director of the U.S. Patent

and documents or the new address(es) below.

**1. Name of conveying party(ies):**  
 Hyperformix, Inc

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other

Additional name(s) of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies):**  
 Additional name(s) of conveying parties attached?  Yes  No  
 Name: **Silicon Valley Bank**  
 Internal Address  
 Street Address: **3003 Tasman Drive**  
 City: **Santa Clara**  
 State: **CA**  
 Country: **USA**  
 Zip: **95054**

**3. Nature of conveyance/ Execution Date(s):**  
 Execution Date(s): **08/04/06**

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other

Association Citizenship  
 General Partnership Citizenship  
 Limited Partnership Citizenship  
 Corporation- STATE DEAWARE  
 Other

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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark:**

A. Trademark Application No.(s)	B. Trademark Registration No.(s)
75/802,928 78/408,713 75/879,637	3,101,031 3,068,984 2,111,343
76/071,827 78/494,295 75/879,636	<del>1,804,624</del> 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 <del>1,842,582</del>
78/267,035 75/879,638	2,782,612 <del>2,614,451</del>

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Additional sheets attached?  Yes  No

**5. Name and address of party to whom correspondence concerning document should be mailed:**  
 Name: **Silicon Valley Bank**  
 Internal Address: **HF154**  
 Street Address: **3003 TASMAN DRIVE**  
 City: **SANTA CLARA**      State: **CA**      ZIP: **95054**  
 Phone Number: **(408)654-4044**  
 Fax Number: **(408)654-6313**  
 Email Address: **AMDC@SVB.COM**

**6. Total number of applications and registrations involved: 28**

**7. Total fee (37 CFR 2.6 (b)(6) & 3.41): Has been paid**  
 Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**  
 a. Credit Card      Last 4 Numbers      Expiration Date  
 b. Deposit Account Number      Authorized User Name

**9. Signature.** Paulina Estrada      December 19, 2006  
 Signature      Date

Paulina Estrada  
 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: 003466 FRAME: 0100**

**TRADEMARK**  
**REEL: 004035 FRAME: 0120**

10-23-2006



103325561

10.20.06

To the Director of the U.S. Patent and

ments or the new address(es) below.

**1. Name of conveying party(ies):**  
Hyperformix, Inc.

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other

Additional name(s) of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies):**  
Additional name(s) of conveying parties attached?  Yes  No  
Name: **Silicon Valley Bank**  
Internal Address Loan Documentation HF 154  
Street Address: 3003 Tasman Dr.  
City **Santa Clara**  
State **CA**  
Country **USA**  
Zip **95054**

Association    Citizenship  
 General Partnership    Citizenship  
 Limited Partnership    Citizenship  
 Corporation    Citizenship  
 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)

OFR/FINANCE  
OCT 20 AM 11:29

**3. Nature of conveyance/ Execution Date(s):**  
Execution Date(s): 08/04/06

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other

**4. Application number(s) or registration number(s) and identification or description of the Trademark:**

A. Trademark Application No.(s)			B. Trademark Registration No.(s)		
75/802,928	78/408,713	75/879,637	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
78/267,023	78/494,290	78/408,720	1,804,624	3,068,983	2,111,343
78/267,035	75/879,638		4,534,747	3,068,984	2,082,440

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Additional sheets attached?  Yes  No

**5. Name and address of party to whom correspondence concerning document should be mailed:**

Name: **Silicon Valley Bank**  
Internal Address: **Loan Collateral HF154**  
Street Address: **3003 Tasman Dr.**  
City: **Santa Clara** State: **CA** ZIP: **95054**  
Phone Number: **(408) 654-4042**  
Fax Number: **(408) 654-8313**  
Email Address: **ldc@svbank.com**

**6. Total number of applications and registrations involved: 28**

**7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$ 715.00**  
 Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

6600133 7802928  
40.00-IP  
675.00-IP  
10/20/2006  
01 EC-6321  
02 EC-6321

**9. Signature.** Manibel Higareda                      10/13/06                      Date  
Signature  
Manibel Higareda c/o Amy Zahn  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 10

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**  
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**TRADEMARK**  
**REEL: 004035 FRAME: 0121**

## 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  
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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 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, 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: 0127

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: 0129

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: 0130