

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
Manexa, LLC		08/20/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	3003 TASMAN DRIVE
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	Chartered Bank: CALIFORNIA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3095255	BARALLIANCE
Registration Number:	3195740	BARALLIANCE
Registration Number:	3069571	FRAMEWORK SERVICES
Registration Number:	3179429	NEW PARADIGM IN BAR MANAGEMENT
Registration Number:	3244291	LEGALSPAN
Registration Number:	3222189	MANEXA

CORRESPONDENCE DATA

Fax Number: (214)953-5822
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 214-953-6105
 Email: stolle@jw.com
 Correspondent Name: David Stolle
 Address Line 1: 901 Main Street, Suite 6000
 Address Line 4: Dallas, TEXAS 75202

CH \$165.00 3095255

ATTORNEY DOCKET NUMBER:	218803.330
NAME OF SUBMITTER:	David Stolle
Signature:	/David Stolle/
Date:	08/26/2009
Total Attachments: 6 source=ManexaSecurityAgreement-Signed#page1.tif source=ManexaSecurityAgreement-Signed#page2.tif source=ManexaSecurityAgreement-Signed#page3.tif source=ManexaSecurityAgreement-Signed#page4.tif source=ManexaSecurityAgreement-Signed#page5.tif source=ManexaSecurityAgreement-Signed#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") dated as of August 20, 2009 (as defined in the Loan Agreement) is between **SILICON VALLEY BANK** ("Bank") and **MANEXA LLC**, a Delaware limited liability company ("Grantor").

RECITALS

- A. Bank will make advances to Grantor ("Loans") as described in that certain Loan and Security Agreement dated as of even date herewith (as the same may from time to time be further amended, modified, supplemented or restated, the "Loan Agreement"). Capitalized terms not otherwise defined herein shall have the meaning set forth in the Loan Agreement.
- B. Bank's agreement to make such advances is subject to, among other things, Grantor's granting to Bank a security interest in Grantor's Copyrights, Trademarks, Patents, and Mask Works and other intellectual property (the "Intellectual Property Collateral").
- 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.

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.

BANK:

SILICON VALLEY BANK

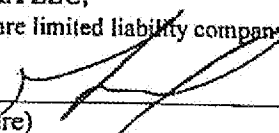


(Signature)

SENIOR VICE PRESIDENT
(Title)

GRANTOR:

MANEXA LLC,
a Delaware limited liability company



(Signature)

President/CEO _____
(Title)

EXHIBIT A

Copyrights

Description

Registration/Application
Number

Registration/Application
Date

EXHIBIT B

Patents

<u>Description</u>	Registration/Application <u>Number</u>	Registration/Application <u>Date</u>
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EXHIBIT C

Trademarks

Description

Registration/Application
Number

Registration/Application
Date

See Attached
Exhibit A

Exhibit A

Trademarks

Trademark	Jurisdiction	Serial Number	Registration Number	Registration Date
BarAlliance (logo)	US PTO	78589279	3,095,255	5/23/2006
BarAlliance Framework Services	US PTO	78589241	3,195,740	1/9/2007
New Paradigm in Bar Management	US PTO	78589262	3,069,571	3/14/2006
LegalSpan*	US PTO	78589269	3,179,429	12/5/2006
Manexa*	US PTO	78838097	3,244,291	5/22/2007
		78843234	3,222,189	3/27/2007

*Owner of mark on registration is listed as Legal Span.

EXHIBIT D

Mask Works

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