

**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
I-MANY, INC.		11/30/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	COMERICA BANK
Street Address:	39200 Six Mile Road
Internal Address:	M/C 7578
City:	Livonia, Michigan
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	Banking Association: TEXAS

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	1862371	CARS
Registration Number:	2792848	CONTRACTSPHERE
Registration Number:	2459331	IMANY
Registration Number:	2601852	IMANY
Registration Number:	2535589	IMANY
Registration Number:	2516486	IMANY
Registration Number:	3338726	IMANY VALIDATA

**CORRESPONDENCE DATA**

Fax Number: (650)833-2001  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 650-833-2247  
 Email: charlotte.fu@dlapiper.com  
 Correspondent Name: Charlotte X. Fu  
 Address Line 1: DLA Piper LLP (US)

**900149994**

**TRADEMARK  
 REEL: 004114 FRAME: 0680**

**CH \$190.00 1862371**

Address Line 2: 2000 University Avenue  
Address Line 4: East Palo Alto, CALIFORNIA 94303

ATTORNEY DOCKET NUMBER:	355281-76
NAME OF SUBMITTER:	Charlotte X. Fu
Signature:	/s/ Charlotte X. Fu
Date:	12/15/2009

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 30, 2009 by and between COMERICA BANK ("Bank") and I-MANY, INC., a Delaware corporation ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement dated as of date hereof between Grantor and Bank (as the same may be amended, modified, supplemented or restated from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation 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.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor 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.

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.

GRANTOR:

Address of Grantor:

1735 Market Street, 37th Floor  
Philadelphia, PA 19103  
Attn: Chief Financial Officer

I-MANY, INC.

By: 

Name: KEVIN M. HARRIS

Title: CFO

BANK:

Address of Bank:

39200 Six Mile Road, M/C 7578  
Livonia, Michigan 48152  
Attn: National Documentation Services

COMERICA BANK

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**[Signature Page to Intellectual Property Security Agreement- Borrower]**

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.

GRANTOR:

Address of Grantor:

1735 Market Street, 37th Floor  
Philadelphia, PA 19103  
Attn: Chief Financial Officer

I-MANY, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

BANK:

Address of Bank:

39200 Six Mile Road, M/C 7578  
Livonia, Michigan 48152  
Attn: National Documentation Services

COMERICA BANK

By: 

Name: JAMES DENNY

Title: VICE PRESIDENT

**[Signature Page to Intellectual Property Security Agreement- Borrower]**

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Vintage software's discount pricing system, computer program, under copyright doc no. V3474 D517	TXu 793-449	9/25/2001 with document no. V3474D517

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Commerce exchange system	11/685959 09/899357	7/17/2007 7/5/2001
Web-based transactional system	09/954407	9/17/2001

EXHIBIT C

Trademarks

Mark Name	Country	Status	Class	Appl. No.	Appl. Date	Reg. No.	Reg. Date
CARS	United States	REG	9	74/454481	11/01/93	1,862,371	11/15/94
CONTRACT-SPHERE	United States	REG	9	78/083912	09/14/01	2,792,848	12/09/03
IMANY	Canada	REG	9	1,136,079	04/03/02	637,730	04/19/05
IMANY	Community Trademark	REG	9	2,614,568	03/12/02	2,614,568	08/28/03
IMANY	United States	REG	9	75/862465	12/02/99	2,459,331	06/12/01
IMANY	United States	REG	42	75/862456	12/02/99	2,601,852	07/30/02
IMANY & DESIGN	Canada	REG	9	1,136,080	04/03/02	637,706	04/19/05
IMANY & DESIGN	Community Trademark	REG	9	2,400,109	09/28/01	2,400,109	12/17/03
IMANY & DESIGN	United States	REG	9	75/915749	02/10/00	2,535,589	02/05/02
IMANY (AND DESIGN)	United States	REG	42	75/914615	02/10/00	2,516,486	12/11/01
IMANY VALIDATA	Canada	FILED	9	1,350,817	06/18/07		
IMANY VALIDATA	United Kingdom	REG	9	2458305	06/13/07	2,458,305	06/13/07
IMANY VALIDATA	United States	REG	9	77/115954	02/26/07	3,338,726	11/20/07