

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
INFUSION SOFTWARE, INC.		11/23/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3439581		
Registration Number:	3439580		
Registration Number:	3417385	INFUSION SOFTWARE	
Serial Number:	77857664	DOUBLE YOUR SALES	
Serial Number:	77823575	INFUSIONSFT	
CORRESPONDENCE DATA			
Fax Number:	(858)550-6420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	858-550-6403		
Email:	erin.obrien@cooley.com		
Correspondent Name:	Erin O'Brien		
Address Line 1:	c/o Cooley Godward Kronish, LLP		
Address Line 2:	4401 Eastgate Mall		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	194491-1257 INFUSION SOFT		

CH \$140.00 3439581

900150908

TRADEMARK
REEL: 004121 FRAME: 0858

NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	12/29/2009
Total Attachments: 6 source=Infusion Software signed IPSA#page1.tif source=Infusion Software signed IPSA#page2.tif source=Infusion Software signed IPSA#page3.tif source=Infusion Software signed IPSA#page4.tif source=Infusion Software signed IPSA#page5.tif source=Infusion Software signed IPSA#page6.tif	

**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of November **23**, 2009 by and between **SILICON VALLEY BANK** ("Bank") and **INFUSION SOFTWARE, INC.**, a Delaware corporation ("Grantor").

RECITALS

A. Bank agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of November 6, 2007, as amended from time to time (the "Original Loan Agreement") as amended and restated by that certain First Amended and Restated Loan and Security Agreement dated as of January 11, 2008, (as the same may be amended, modified or supplemented from time to time, the "Restated Loan Agreement"; capitalized terms used herein are used as defined in the Restated Loan Agreement). In connection with the Original Loan Agreement, Bank and Grantor entered into that certain Intellectual Property Security Agreement dated as of November 6, 2007. Bank and Grantor propose to enter into that certain First Amendment to First Amended and Restated Loan and Security Agreement, dated as of the date hereof (the "Amendment"). Bank is willing to enter into the Amendment, but only upon the conditions, among others, that Grantor enter into this Amended and Restated Intellectual Property Security Agreement and that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Restated Loan Agreement.

B. Pursuant to the terms of the Restated Loan Agreement, as amended by the Amendment, 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 Restated Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Restated Loan Agreement, 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, Trademarks and Mask Works listed on Exhibits A, B, C, and D 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 Restated 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 Restated 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 Restated 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 Amended and Restated Intellectual Property Security Agreement, the Restated 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.

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

2065 W. Obispo Avenue, Suite 103
Gilbert, AZ 85233

Attn: _____

GRANTOR:

INFUSION SOFTWARE, INC.

By: 

Title: CEO

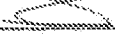
Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

BANK:

SILICON VALLEY BANK

By: 

Title: Vice President

EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
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EXHIBIT B
PATENTS

Description	Patent /Application Number	Issue /Application Date
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EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
(design only)	3,439,581	06/03/08
(design only)	3,439,580	06/03/08
INFUSION SOFTWARE	3,417,385	04/29/08
DOUBLE YOUR SALES	77/857,664	10/26/09
INFUSIONSOFT	77/823,575	09/10/09

EXHIBIT D
MASK WORKS

Description	Registration/ Application Number	Registration/ Application Date
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