

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Kace Networks, Inc.		12/31/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COMERICA BANK		
<b>Street Address:</b>	39200 W. SIX MILE ROAD		
<b>Internal Address:</b>	M/C 7578		
<b>City:</b>	LIVONIA		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48152		
<b>Entity Type:</b>	BANKING ASSOCIATION: TEXAS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77329924	KACE	
<b>Serial Number:</b>	77329741	KBOX	
<b>Serial Number:</b>	77329922	APPDEPLOY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(858)638-5033		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	8586386733		
<b>Email:</b>	karen.johanson@dlapiper.com		
<b>Correspondent Name:</b>	DLA PIPER LLP (US)		
<b>Address Line 1:</b>	4365 EXECUTIVE DR., STE. 1100		
<b>Address Line 2:</b>	ATTN: KAREN JOHANSON		
<b>Address Line 4:</b>	SAN DIEGO, CALIFORNIA 92121		
<b>ATTORNEY DOCKET NUMBER:</b>	329034-332		
<b>NAME OF SUBMITTER:</b>	Troy Zander		

CH \$90.00 77329924

**900151555**

**TRADEMARK**  
**REEL: 004126 FRAME: 0602**

Signature:	/Troy Zander/
Date:	01/07/2010
Total Attachments: 6 source=Kace IPSA#page1.tif source=Kace IPSA#page2.tif source=Kace IPSA#page3.tif source=Kace IPSA#page4.tif source=Kace IPSA#page5.tif source=Kace IPSA#page6.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 31, 2009 by and between COMERICA BANK ("Bank") and KACE NETWORKS, 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 by and between Bank and Grantor dated as of October 2, 2007 (as the same may be amended, modified or supplemented from time to time, including by that certain Third Amendment to Loan and Security Agreement of even date herewith (the "Third Amendment"), 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, during the IP Pledge Period (as defined in the Third Amendment), Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, during the IP Pledge Period only, 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, during the IP Pledge Period only, 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, during the IP Pledge Period only, 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, during the IP Pledge Period only; 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:

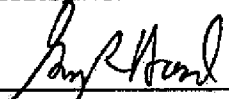
Address of Grantor:

1616 N. Shoreline Blvd., Suite B  
Mountain View, California 94043

Attn: Chief Executive Officer

KACE NETWORKS, INC.

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



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

CFO

BANK:

Address of Bank:

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

COMERICA BANK

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

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

*[Signature Page to Intellectual Property Security Agreement]*

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:

1616 N. Shoreline Blvd., Suite B  
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Attn: Chief Executive Officer

KACE NETWORKS, INC.

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

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

BANK:

Address of Bank:

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

COMERICA BANK

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

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

*[Signature Page to Intellectual Property Security Agreement]*

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None.

**EXHIBIT B**

**Patents**

<b><u>Description</u></b>	<b><u>Patent/App. No.</u></b>	<b><u>File Date</u></b>
IT Automation Filtering and Labeling System and Appliance	11689478	3/21/07
IT Automation Appliance and User Portal	11689484	3/21/07
IT Automation Scripting Module and Appliance	11689486	3/21/07
IT Automation Appliance Imaging System and Method	12021143	1/28/08
Cross-Enterprise IT Information Sharing Platform	12137115	6/11/08
Architecture and Protocol for Extensible and Scalable Communication	12206635	9/8/08
Front Panel for Information Technology Automation Appliance	D564522	3/18/08

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
KACE	77329924	11/14/07
KBOX	77329741	11/14/07
APPDEPLOY	77329922	11/14/07