

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
XAware, Inc.		02/24/2010	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:	Bank: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3126773	XA	
Registration Number:	3126772	XAWARE	
Registration Number:	3126770	XAWARE	
Registration Number:	2773310	XA-SUITE	
Registration Number:	2790639	XAWARE	
CORRESPONDENCE DATA			
Fax Number:	(703)415-1557		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	703-415-1555		
Email:	mail@specializedpatent.com		
Correspondent Name:	Christopher E. Kondracki		
Address Line 1:	1501 Wilson Boulevard		
Address Line 2:	Suite 510		
Address Line 4:	Arlington, VIRGINIA 22209		
ATTORNEY DOCKET NUMBER:	1002813E		

CH \$140.00 3126773

NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	03/08/2010
Total Attachments: 8 source=XAware Inc 2#page1.tif source=XAware Inc 2#page2.tif source=XAware Inc 2#page3.tif source=XAware Inc 2#page4.tif source=XAware Inc 2#page5.tif source=XAware Inc 2#page6.tif source=XAware Inc 2#page7.tif source=XAware Inc 2#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 24, 2010 by and between SILICON VALLEY BANK, a California corporation ("Bank") and XAWARE, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has 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 among Bank, Grantor, Sparxent, Inc., NetworkD Corporation, and Cemaphore Systems, Inc. dated February 24, 2010 (as the same may be amended, modified or supplemented 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 certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the 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 (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");
2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

5. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

7. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

8. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

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.

[Signature page follows.]

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:

C/O SPARKENT, INC.
3300 IRVINE AVE., STE. #261
NEWPORT BEACH, CA 92660

Attn: ANDREW HYDE

XAWARE, INC.

By: *Andrew P. Hyde*

Title: CHIEF FINANCIAL OFFICER

BANK:

SILICON VALLEY BANK

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

By: _____

Title: _____

TRADEMARK

REEL: 004163 FRAME: 0548

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:

XAWARE, INC.

By: _____

Attn: _____


Title: _____

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054-1191

By:  _____

Attn: _____

Title: SRM _____

EXHIBIT A

Copyrights

XAware has no registered copyrights or applications for registration pending. XAware owns common law copyrights in its software products (including, without limitation, XA-Suite, XA-Designer, XA-iServer), product documentation, marketing materials, website content, and related materials.

EXHIBIT B

Patents

Docket	Title	Filing Date	Application Number	Patent Number	Last Action	Next Action	Assignment Recordation Information
XAW-0101	A Dynamic Hierarchical Data Exchange System	3/8/1999	09/264,101	6356920	Issued 3/12/2002	11.5 Maint. Opening 3/12/13, surcharge 9/13/2013 closing 3/12/2014 3.5 Main. Opening 1/19/10, surcharge 7/19/10, closing 1/18/11	01/17/08 reel/frame 020371/0629
XAW-0101C	A Dynamic Hierarchical Data Exchange System	11/13/2001	10/011,022	7165073	Request for Continued Examination plus one month extension filed 11/12/2004		11/16/2001 reel/frame 012679/0312
XAW-0101C1	A Dynamic Hierarchical Date Exchange System	9/12/2006	11/519,324		Filed NP	FF due 9/12/2007	01/17/08 reel/frame 020371/0629
XAW-0102	System and Method For Converting Data in a First Hierarchical Data Scheme into a Second Hierarchical Data Scheme	7/6/2001	09/900,079		Response filed 4/11/08	Appeal Brief filed 1/9/2007	7/6/2001 reel/frame 012236/0990
XAW-0301	Method of Streaming conversion of a first data structure into a second data structure	2/13/2004	10/778,375		Pre-Appeal Brief filed 3/18/08	Abandoned due to no response to Office Action Abandoned due to no response to Office Action	02/13/2004 reel/frame 014991/0724
XAW-0302	Text to XML Transformer and Method	2/11/2004	10/776,400		Examiner's Answers Received	Office Action	Snyder issue 9/20/2006 reel/frame 018324/0405
XAW0601	Fast File Shredder System and Method	9/20/2006	11/524,224		Received Filing Receipt	Office Action due 1/5/2010	
XAW-0201 TM	XAware	08/30/02	76/445413	2790639	Registered 12/9/03	Section 8 & 15 Due 12/9/2008	
XAW-0202 TM	XA-Suite	08/29/02	76/445843	2773310	Registered 10/14/03	Section 8 & 15 Due 10/14/2008	
Filed by Vandersluis	Method for Partitioning and Processing Hierarchical Data	7/7/2000	60/216,802		Basis for XAW-0102		
Filed by Vandersluis		3/9/1998	60/077,259		Basis for XAW-0101		
Filed by Vandersluis		11/20/2000	60/249,984		Basis for XAW-0103		

EXHIBIT C

Trademarks

Number	Country	Date	Trademark
3126773	United States	08/08/06	XA
3126772	United States	08/08/06	XAWARE
3126770	United States	08/08/06	XAWARE
2773310	United States	08/29/02	XAWARE
2790639	United States	08/30/02	XAWARE
883416	European Community	02/24/06	XAWARE
884283	European Community	02/24/06	XAWARE
883416	Int'l Reg. – Madrid Protocol Only	02/24/06	XAWARE
884283	Int'l Reg. – Madrid Protocol Only	02/24/06	XAWARE
883416	United Kingdom	02/24/06	XAWARE
884283	United Kingdom	02/24/06	XAWARE

EXHIBIT D

Mask Works

None