

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
Bridgeline Digital, Inc.	FORMERLY known as Bridgeline Software, Inc.	03/31/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	One Newton Executive Park		
Internal Address:	2221 Washington Street, Suite 200		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02462		
Entity Type:	Bank: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2740059	BRIDGELINE	
Registration Number:	2015430	IAPPS	
Registration Number:	3237248	ORGITECTURE	
Serial Number:	77441715	POWERSHOP	
Serial Number:	77441721	POWERSHOP	
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		

CH \$140.00 2740059

ATTORNEY DOCKET NUMBER:	1003808
NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	04/20/2010
Total Attachments: 10 source=Bridgeline2#page1.tif source=Bridgeline2#page2.tif source=Bridgeline2#page3.tif source=Bridgeline2#page4.tif source=Bridgeline2#page5.tif source=Bridgeline2#page6.tif source=Bridgeline2#page7.tif source=Bridgeline2#page8.tif source=Bridgeline2#page9.tif source=Bridgeline2#page10.tif	

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of March 31, 2010 by and between SILICON VALLEY BANK ("Bank") and BRIDGELINE DIGITAL, INC., a Delaware corporation formerly known as Bridgeline Software, Inc. ("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 Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof (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. This Agreement amends and restates in its entirety that certain Intellectual Property Security Agreement, dated as of December 29, 2008, by and between Grantor and Bank.

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 as a sealed instrument under the laws of the Commonwealth of Massachusetts, by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

BRIDGELINE DIGITAL, INC., f/k/a
Bridgeline Software, Inc.

Bridgeline Digital, Inc.
10 Sixth Road
Woburn, Massachusetts 01801
Attn: Ronald M. Levenson, CFO
Fax: (781) 376-5033
Email: rlevenson@blinedigital.com

By: Ronald M. Levenson
Name: Ronald M. Levenson
Title: CFO

BANK:

Address of Bank:

SILICON VALLEY BANK

One Newton Executive Park, Suite 200
2221 Washington Street
Newton, Massachusetts 02462
Attn: Mr. Mike Foley
Fax: (617) 527-0177
E-mail: mfoley@svb.com

By: _____
Name: Mark Sperling
Title: Relationship Manager

{Signature Page to Amended and Restated Intellectual Property Security Agreement}

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as a sealed instrument under the laws of the Commonwealth of Massachusetts, by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

BRIDGELINE DIGITAL, INC., f/k/a
Bridgeline Software, Inc.

Bridgeline Digital, Inc.
10 Sixth Road
Woburn, Massachusetts 01801
Attn: Ronald M. Levenson, CFO
Fax: (781) 376-5033
Email: rlevenson@blinedigital.com

By: _____
Name: _____
Title: _____

BANK:

Address of Bank:

SILICON VALLEY BANK

One Newton Executive Park, Suite 200
2221 Washington Street
Newton, Massachusetts 02462
Attn: Mr. Mike Foley
Fax: (617) 527-0177
E-mail: mfoley@avb.com

By:  _____
Name: Mark Sperling
Title: Relationship Manager

[Signature Page to Amended and Restated Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

None

EXHIBIT B

Patents

None

EXHIBIT C

Trademarks

Trademark List (by Trademark)

BRIDGELINE
 Trademark

Case Number	Country	Sub Case	Case Type	Application No.	Filing Date	Publication Date	Registration No.	Status	Next Renewal
BRIDGELINE81	United States of America		ORD	78/444685	28-Aug-2002	29-Apr-2003	2,740,059	Registered	22-Jul-2013

Classes: 09 Int., 42 Int.
 Owner: BridgeLine Digital, Inc.
 Client: BridgeLine Digital, Inc.
 Agent: Assistant Comm'r for Trademarks

Attorneys: TFD
 Client Reference:
 Agent Reference:

BRIDGELINE DIGITAL

Case Number	Country	Sub Case	Case Type	Application No.	Filing Date	Publication Date	Registration No.	Status	Next Renewal
BRIDGELINE89	United States of America		ORD					United	

Classes: 42 Int.
 Owner: BridgeLine Digital, Inc.
 Client: BridgeLine Digital, Inc.
 Agent: Assistant Comm'r for Trademarks

Attorneys: TFD
 Client Reference:
 Agent Reference:

IAPPS

Case Number	Country	Sub Case	Case Type	Application No.	Filing Date	Publication Date	Registration No.	Status	Next Renewal
BRIDGELINE84	United States of America		ORD	75/019885	09-Nov-1985	20-Sep-1986	2,015,430	Registered	20-Aug-2006

Classes: 42 Int.
 Owner: BridgeLine Digital, Inc.
 Client: BridgeLine Digital, Inc.
 Agent: Assistant Comm'r for Trademarks

Attorneys: TFD
 Client Reference:
 Agent Reference:

IAPPS

Case Number	Country	Sub Case	Case Type	Application No.	Filing Date	Publication Date	Registration No.	Status	Next Renewal
BRIDGELINE83	United States of America		ORD					United	

Classes: 42 Int.
 Owner: BridgeLine Digital, Inc.
 Client: BridgeLine Digital, Inc.
 Agent: Assistant Comm'r for Trademarks

Attorneys: TFD
 Client Reference:
 Agent Reference:

Trademark List (by Trademark)

Trademark

ORGFECTURE

Case Number	Sub Case	Application No.	Publication No.	Registration No.	Status
Country	Type	Filing Date	Date	Date	Next Renewal
BRIDGETM65	ORD	78/919987	13-Feb-2007	3,237,248	Registered
United States of America		29-Jun-2005	01-May-2007		01-May-2017

Classes: 42 Int.

Owner: Bridgeline Digital, Inc.
 Client: Bridgeline Digital, Inc.
 Agent: Assistant Comm'r for Trademarks

Attorneys: TFD
 Client Reference:
 Agent Reference:

POWERSHOP

BRIDGETM66	ORD	77/441715	26-Aug-2008		Allowed
United States of America		07-Apr-2008			

Classes: 09 Int.

Owner: Bridgeline Digital, Inc.
 Client: Bridgeline Digital, Inc.
 Agent: Assistant Comm'r for Trademarks

Attorneys: TFD
 Client Reference:
 Agent Reference:

POWERSHOP

BRIDGETM67	ORD	77/441721	26-Aug-2008		Allowed
United States of America		07-Apr-2008			

Classes: 42 Int.

Owner: Bridgeline Digital, Inc.
 Client: Bridgeline Digital, Inc.
 Agent: Assistant Comm'r for Trademarks

Attorneys: TFD
 Client Reference:
 Agent Reference:

EXHIBIT D

Mask Works

None

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