

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Amendment Number Two to Trademark Security Agreement	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ACTUATE CORPORATION		04/28/2010	CORPORATION: DELAWARE
ACTUATE INTERNATIONAL CORPORATION		04/28/2010	CORPORATION: DELAWARE
XENOS IP PARTNERSHIP		04/28/2010	Partnership: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Capital Finance, LLC, formerly known as Wells Fargo Foothill, LLC, as Agent		
<b>Street Address:</b>	2450 Colorado Avenue, Suite 3000 West		
<b>City:</b>	Santa Monica		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90404		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3774363	THE PEOPLE BEHIND BIRT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(213)627-0705		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	213.683.5698		
<b>Email:</b>	MinetteTayco@paulhastings.com		
<b>Correspondent Name:</b>	Minette M. Tayco		
<b>Address Line 1:</b>	515 S. Flower St., 25th Floor		
<b>Address Line 2:</b>	Paul, Hastings, Janofsky & Walker LLP		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071		
<b>ATTORNEY DOCKET NUMBER:</b>	WFCF/ACTUATE (73896.00031)		
<b>NAME OF SUBMITTER:</b>	Minette M. Tayco		

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**900161030**

**TRADEMARK**  
**REEL: 004197 FRAME: 0001**

Signature:	/Minette M. Tayco/
Date:	04/30/2010
<b>Total Attachments: 5</b> source=WFCF_Actuate - Fully Executed Amendment Two to Trademark Security Agreement#page1.tif source=WFCF_Actuate - Fully Executed Amendment Two to Trademark Security Agreement#page2.tif source=WFCF_Actuate - Fully Executed Amendment Two to Trademark Security Agreement#page3.tif source=WFCF_Actuate - Fully Executed Amendment Two to Trademark Security Agreement#page4.tif source=WFCF_Actuate - Fully Executed Amendment Two to Trademark Security Agreement#page5.tif	

## AMENDMENT NUMBER TWO TO TRADEMARK SECURITY AGREEMENT

This **AMENDMENT NUMBER TWO TO TRADEMARK SECURITY AGREEMENT**, dated as of April 28, 2010 (this "Amendment"), is delivered pursuant to Section 5 of that certain Trademark Security Agreement, dated as of November 3, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), among Grantors from time to time signatory thereto (each referred to hereinafter individually as a "Grantor" and collectively, jointly, and severally as "Grantors"), and **WELLS FARGO CAPITAL FINANCE, LLC**, formerly known as Wells Fargo Foothill, LLC, a Delaware limited liability company, as the administrative agent for the Lender Group and the Bank Product Provider, as such terms are defined therein (in such capacity, together with its successors and permitted assigns, if any, in such capacity, "Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trademark Security Agreement, which by this reference is incorporated herein.

WHEREAS, Grantors and Agent are parties to (i) that certain Trademark Security Agreement recorded with the United States Patent and Trademark Office on or about November 3, 2008 and (ii) that certain Amendment Number One to Trademark Security Agreement recorded with the United States Patent and Trademark Office on or about April 21, 2010; and

WHEREAS, Grantors and Agent wish to amend the Trademark Security Agreement by adding certain Trademarks to the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. Grantors and Agent hereby agree that the Trademark Collateral listed on Schedule I attached hereto shall be and become part of the Trademark Collateral referred to in the Trademark Security Agreement and Schedule I attached thereto and shall secure all Secured Obligations.

2. Each Grantor hereby: (a) reaffirms all prior grants of security interests in favor of Agent in all of such Grantor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule I to the Trademark Security Agreement prior to the effectiveness of this Amendment; (b) grants to Agent continuing security interests in all of such Grantor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule I attached hereto; (c) represents and warrants that the representations and warranties in the Trademark Security Agreement, as amended by this Amendment, are true and correct in all material respects on and as of the date hereof, as though made on such date; and (d) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

3. This Amendment shall be governed by, and construed and enforced in accordance with, the federal laws of the United States and the laws of the State of California.

4. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.


5. This Amendment is a Loan Document.

[Signature page follows.]

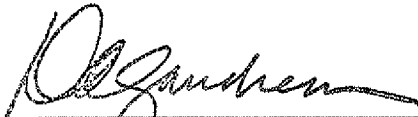
IN WITNESS WHEREOF, the undersigned parties hereto have executed this Amendment by and through their duly authorized officers, as of the day and year first above written.

GRANTORS:

**ACTUATE CORPORATION,**  
a Delaware corporation

By:   
Name: Daniel A. Gaudreau  
Title: Senior Vice President, Operations & Chief Financial Officer

**ACTUATE INTERNATIONAL CORPORATION,**  
a Delaware corporation

By:   
Name: Daniel A. Gaudreau  
Title: Senior Vice President, Operations & Chief Financial Officer

**XENOS IP PARTNERSHIP,**  
a partnership organized under the laws of Ontario

By: Xenos IP ULC  
Its Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Amendment by and through their duly authorized officers, as of the day and year first above written.

GRANTORS:

**ACTUATE CORPORATION,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACTUATE INTERNATIONAL CORPORATION,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**XENOS IP PARTNERSHIP,**  
a partnership organized under the laws of Ontario

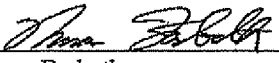
By: Xenos IP ULC  
Its Partner



By: \_\_\_\_\_  
Name: George Kypreos  
Title: President

**AGENT:**

**WELLS FARGO CAPITAL FINANCE, LLC,**  
formerly known as Wells Fargo Foothill, LLC,  
a Delaware limited liability company, as Agent

By:   
Name: Thomas Forbath  
Title: Director

[SIGNATURE PAGE TO AMENDMENT NUMBER TWO TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 004197 FRAME: 0006**

**SCHEDULE I**  
**TO**  
**AMENDMENT NUMBER TWO TO TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>App/Reg Date</b>
Actuate Corporation	United States	The people behind BIRT	3774363	April 13, 2010