

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
CENTRIC SOFTWARE, INC.		05/19/2010	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 Six Mile Road		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	a Texas banking association: TEXAS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2820352	ACTIVEPORTFOLIO	
Registration Number:	2837077	ACTIVEPRODUCT	
Registration Number:	2813916	ACTIVEPROCESS	
Registration Number:	2517037	FINDVIEW	
Registration Number:	2625426	CENTRIC SOFTWARE	
Registration Number:	2298757	ACTIVEPROJECT	
CORRESPONDENCE DATA			
Fax Number:	(734)930-2494		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	734-761-3780		
Email:	asujek@bodmanllp.com		
Correspondent Name:	Angela Alvarez Sujek - Bodman LLP		
Address Line 1:	201 South Division, Ste 400		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
NAME OF SUBMITTER:	Angela Alvarez Sujek		

OP \$165.00 2820352

Signature:	/Angela Alvarez Sujek/
Date:	05/21/2010
Total Attachments: 5 source=Centric IP Signed#page1.tif source=Centric IP Signed#page2.tif source=Centric IP Signed#page3.tif source=Centric IP Signed#page4.tif source=Centric IP Signed#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 19, 2010, by and between COMERICA BANK ("Bank") and CENTRIC SOFTWARE, INC., a California 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 of even date herewith (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.

B. 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 and Patents to secure the obligations of Grantor under the Loan Agreement.

C. 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 and all other agreements now existing or hereafter arising between Grantor and Bank, 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 Bank and Grantor, 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. 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.

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.

Address of Grantor

Centric Software, Inc.
655 Campbell Technology Parkway
Suite 200
Campbell, CA 95008
Fax: (408) 866-5869

Grantor:

CENTRIC SOFTWARE, INC.

By: 

Title: Pres & CEO

Name: Chris Gross

Address of Bank:

Comerica Bank
Attn: National Documentation Services
39200 Six Mile Rd.
Mail Code 7578
Livonia, MI 48152

Bank:

COMERICA BANK

By: 

Title: TVP

Name: Robert J. Smith

EXHIBIT A

Copyrights

Title	Reg. No.	Reg. Date
Centric innovation 1.2 (Application title: Centric team; Centric publisher; Centric web, et. al.)	TX5222135	2/6/2001

EXHIBIT B

Patents

Title	App. No.	Filing Date	Reg. No.	Date Granted
Managing and unifying structured representations of product information	11/142164	5/31/2005	7,617,014	11/10/2009
Virtual three-dimensional display for product development	10/100288	3/14/2002	7,012,602	3/14/2006
Automatic transfer and expansion of application-specific data for display at a website	09/784495	2/15/2001	6,963,930	11/8/2005
Multi-threaded frame safe synchronization of a simulation	09/496563	2/2/2000	6,944,583	9/13/2005
Simulation program having generic attribute access schema	09/513488	2/25/2000	6,721,696	4/13/2004
Design tool for complex objects which links object structures of a design object in multiple design domains	08/408611	3/20/1995	5,664,180	9/2/1997
Method and System for Accessing and Managing Information	11/115052	4/26/2005	7,698,323	4/13/2010

EXHIBIT C

Trademarks

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
ACTIVEPORTFOLIO	76/450657	9/18/2002	2,820,352	3/2/2004
ACTIVEPRODUCT	76/450685	9/18/2002	2,837,077	4/27/2004
ACTIVEPROCESS	76/450650	9/18/2002	2,813,916	2/10/2004
FINDVIEW	76/156532	10/30/2000	2,517,037	12/11/2001
CENTRIC SOFTWARE	75/559764	9/25/1998	2,625,426	9/24/2002
ACTIVEPROJECT	75/387694	11/10/1997	2,298,757	12/7/1999

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