

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
NGENERA CORPORATION		05/07/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	39200 Six Mile Road
Internal Address:	Mail Code 7578
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	a Texas banking association: TEXAS

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3734828	NGENERA
Registration Number:	3734830	NGENERA
Registration Number:	3737665	NGENERA
Registration Number:	3734829	NGENERA
Registration Number:	3737664	NGENERA
Registration Number:	3236557	HIDDEN LOGIC
Registration Number:	2280808	THE IT CONCOURS
Registration Number:	2255289	SENIOR EXECUTIVE CONCOURS
Registration Number:	2306374	THE CONCOURS GROUP

CORRESPONDENCE DATA

Fax Number: (734)930-2494
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 734-761-3780

OP \$240.00 3734828

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
Signature:	/Angela Alvarez Sujek/
Date:	06/08/2010

Total Attachments: 5
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT
(NGENERA CORPORATION)**

This Intellectual Property Security Agreement is entered into as of May 7, 2010, by and between COMERICA BANK ("Bank") and NGENERA CORPORATION, a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to nGenera CIM Corp., a Washington corporation ("Co-Borrower") and Grantor, or either of them (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank, Co-Borrower 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, 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 and Co-Borrower under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, each of Grantor and Co-Borrower granted to Bank a security interest in all of its 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 all obligations of Grantor and Co-Borrower under the Loan Agreement, and all other agreements now existing or hereafter arising among Bank, Co-Borrower and Grantor, or either of them, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure all obligations of Grantor and Co-Borrower under the Loan Agreement, and all obligations under any other agreement now existing or hereafter arising among Bank, Co-Borrower and Grantor, or either of them, 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.

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**TRADEMARK
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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:

nGenera Corporation
Barton Oaks II
901 South Mopac, Suite 100
Austin, TX 78746
Fax: (512) 904-3401

GRANTOR:

NGENERA CORPORATION,
a Delaware corporation

By: Sanjay Uppal
Signature of

Its: CFO
Title

Address of Bank:

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

BANK:

COMERICA BANK
By: [Signature]
Signature of

Its: Vice President
Title

EXHIBIT A

Copyrights

None.

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TRADEMARK
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EXHIBIT B

Patents

None.

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TRADEMARK
REEL: 004221 FRAME: 0460

EXHIBIT C

Trademarks

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
NGENERA	77/458858	4/26/08	3,734,828	1/5/10
NGENERA	77/458862	4/26/08	3,734,830	1/5/10
NGENERA	77/458859	4/26/08	3,737,665	1/12/10
NGENERA	77/458860	4/26/08	3,734,829	1/5/10
NGENERA	77/458856	4/26/08	3,737,664	1/12/10
HIDDEN LOGIC	78/818705	2/20/06	3,236,557	5/1/07
THE IT CONCOURS	75/440800	2/26/98	2,280,808	9/28/99
SENIOR EXECUTIVE CONCOURS	75/441155	2/26/98	2,255,289	6/22/99
THE CONCOURS GROUP	75/247718	2/25/97	2,306,374	1/4/00

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