

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Trademark Security Agreement	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AXS-ONE INC.		06/29/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HERCULES TECHNOLOGY II, L.P.		
<b>Street Address:</b>	400 Hamilton Avenue, Suite 310		
<b>City:</b>	Palo Alto		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94301		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2627337	AXS ONE	
<b>Registration Number:</b>	2569481	ACCESS TOMORROW TODAY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)739-3001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202.739.5950		
<b>Email:</b>	ateixeira@morganlewis.com		
<b>Correspondent Name:</b>	ANTONIO CESAR TEIXEIRA		
<b>Address Line 1:</b>	1111 Pennsylvania Avenue, NW		
<b>Address Line 2:</b>	Attention: TMSU		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20004		
<b>NAME OF SUBMITTER:</b>	Antonio Cesar Teixeira		
<b>Signature:</b>	/Antonio Teixeira/		
<b>Date:</b>	06/30/2010		

CH \$65.00 2627337

**Total Attachments: 13**

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**EXECUTION VERSION**

**TRADEMARK SECURITY AGREEMENT**

This Trademark Security Agreement is dated as of June 29, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), among Unify Corporation, a Delaware corporation with its chief executive office and principal place of business located at 1420 Rocky Ridge Drive, Suite 380, Roseville, California 95661 and each of the guarantors signatory hereto (each a "Grantor" and collectively, the "Grantors") and Hercules Technology II, L.P., a Delaware limited partnership, with its chief executive office and principal place of business located at 400 Hamilton Avenue, Suite 310, Palo Alto, California 94301 ("Secured Party"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Loan and Security Agreement referred to below.

**RECITALS**

A. Each Grantor owns the Trademarks (including applications therefor) and Trademark Licenses listed on Schedule 1 hereto:

B. Secured Party and each Grantor are parties to a Loan and Security Agreement dated as of June 29, 2010 and all ancillary documents entered into in connection with such Loan and Security Agreement, as all may be amended, restated, supplemented or otherwise modified from time to time, (hereinafter referred to collectively as the "Loan Agreement");

C. Pursuant to the terms of the Loan Agreement, each Grantor has granted to Secured Party a first priority security interest in certain personal property of such Grantor, including all right, title and interest of such Grantor in, to and under all of such Grantor's Trademarks and Trademark Licenses, whether presently existing or hereafter arising or acquired and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all amounts owing under the Loan Agreement.

**NOW, THEREFORE**, in consideration of the premises contained herein, each Grantor hereby agrees with Secured Party as follows:

1. To secure the complete and timely satisfaction of all Secured Obligations, each Grantor hereby grants and conveys to Secured Party a continuing security interest in and lien on all of such Grantor's entire right, title and interest in and to, whether presently existing or hereafter arising or acquired, such Grantor's Trademarks and Trademark Licenses (in each case, including, without limitation, those Trademarks and Trademark Licenses listed on Schedule 1 hereto (as the same may be amended pursuant hereto from time to time)), including, without limitation, all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world, and the goodwill of the business to which each of the Trademarks and Trademark License relates, and all proceeds and products thereof.

2. Each Grantor represents, warrants and covenants that:

(a) Such Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks and Trademark Licenses, free and clear of any Liens except for Permitted Liens, including, without limitation, pledges, assignments, licenses, shop rights and covenants by such Grantor not to sue third persons, except for any licensee disclosed in Schedule 1;

(b) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;

(c) To the best of such Grantor's knowledge, each of the Trademarks is valid and enforceable;

(d) No claim has been made that the use of any of the Trademarks does or may violate the rights of any third person;

(e) Such Grantor has the unqualified right to enter into this Agreement and perform its terms;

(f) Such Grantor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks; and

(g) Such Grantor has used, and will continue to use for the duration of this Agreement, consistent standards of quality of products sold under the Trademarks.

3. Each Grantor shall do any and all acts reasonably required by Secured Party to ensure such Grantor's compliance with paragraph 2(g).

4. Each Grantor agrees that, until all of the Secured Obligations shall have been indefeasibly satisfied in full in cash and all commitments to make Advances or otherwise extend credit under the Loan Agreement have been terminated, such Grantor will not enter into any agreement relating to such Grantor's Trademarks (for example, a license agreement) which is inconsistent with such Grantor's obligations under this Agreement or any other Loan Document, without Secured Party's prior written consent; provided, that to the extent not inconsistent with the Loan Agreement, so long as no Default or Event of Default shall have occurred and be continuing, such Grantor may grant licenses to third parties to use the Trademarks in the ordinary course of business of both such Grantor and such third party on arm's length and customary business terms.

5. If, before the Secured Obligations shall have been indefeasibly satisfied in full in cash and all commitments to make Advances or otherwise extend credit under the Loan Agreement have been terminated, any Grantor shall obtain rights to any new Trademarks or Trademark Licenses, the provisions of paragraph 1 shall automatically apply thereto and such Grantor shall give Secured Party prompt notice thereof in writing. Failure to provide such notice shall constitute a material breach of this Agreement.

6. Each Grantor authorizes Secured Party to unilaterally modify this Agreement by amending Schedule 1 from time to time to include any future Trademarks or Trademark Licenses covered by paragraph 1 and paragraph 5 hereof.

7. If any Event of Default shall have occurred and be continuing, Secured Party shall have, in addition to all other rights and remedies given it by this Agreement or the Loan Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which either the Trademarks may be located or is otherwise applicable and, without limiting the generality of the foregoing, Secured Party may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to any Grantor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, all or from time to time any part of the Trademarks, or any interest which any Grantor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Secured Obligations. Any remainder of the proceeds after payment in full of the Secured Obligations shall be paid over to the applicable Grantor or as a court of competent jurisdiction may direct. Notice of any sale or other disposition of the Trademarks shall be given to the applicable Grantor at least ten (10) days before the time of any intended public sale or of the time after which any private sale or other disposition of the Trademarks is to be made, which such Grantor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition Secured Party or its assignee may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of such Grantor, which right is hereby waived and released.

8. At any time and from time to time, upon the written request of Secured Party, and at the sole expense of Grantors, each Grantor will promptly and duly execute and deliver such further instruments and documents and take such further action as Secured Party may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and the Loan Agreement, and of the rights and powers herein and therein granted, including, without limitation, the filing of any additional, supplemental, or amended Trademark Security Agreements, or the filing of any financing statements or continuation statements under the Uniform Commercial Code in effect in any jurisdiction with respect to the Liens created hereby or in any of the Loan Documents.

10. Any and all fees, costs and expenses, of whatever kind or nature, including attorneys' fees and legal expenses incurred by Secured Party in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by Grantors on demand by Secured Party and shall be added to the principal amount of the Secured Obligations and shall bear interest at the highest applicable Default Rate.

11. Each Grantor shall prosecute diligently any Trademark applications pending as of the date of this Agreement or thereafter that Grantor believes in its reasonable business judgment should be prosecuted until the Secured Obligations shall have been indefeasibly paid in full in cash and all commitments to make Advances or otherwise extend credit under the Loan Agreement have been terminated, to make federal application on registrable but unregistered Trademarks to the extent Grantor believes in its reasonable business judgment such applications should be pursued, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are necessary or desirable to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with the Trademarks shall be borne by Grantors. No Grantor shall abandon any right to file a Trademark application, or any pending Trademark application, or any Trademark without the prior written consent of Secured Party, which consent shall not be unreasonably withheld, unless such abandonment is made by the Grantor in its reasonable business judgment and would not have a material adverse effect on the conduct of the business of the Borrower and its Subsidiaries, taken as a whole.

12. Each Grantor shall have the right to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect any Trademarks. Secured Party may, at its election, be joined as a nominal party to such suit if Secured Party shall have been satisfied that Secured Party is not thereby incurring any risk of liability because of such joinder. Each Grantor shall promptly, upon demand, reimburse and indemnify Secured Party for all damages, costs and expenses, including attorneys' fees incurred by Secured Party, in accordance with the Loan Agreement.

13. Each Grantor hereby authorizes and empowers Secured Party or any Transferee (defined in Section 15 below) to make, constitute and appoint any officer or agent of Secured Party or Transferee, as Secured Party may select in its exclusive discretion, as such Grantor's true and lawful attorney-in-fact, with the power, during the existence of an Event of Default, to endorse such Grantor's name on all applications, documents, papers and instruments necessary or desirable for Secured Party to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any third person, or necessary or desirable for Secured Party to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to any third person as a part of Secured Party's realization on such collateral upon acceleration of the Secured Obligations following an Event of Default. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney being coupled with an interest shall be irrevocable for the life of this Agreement.

14. If any Grantor fails to comply with any of its obligations hereunder, Secured Party may do so in such Grantor's name or in Secured Party's name, but at such Grantor's expense, and such Grantor hereby agrees to reimburse Secured Party in full for all expenses, including attorneys' fees, incurred by Secured Party in protecting, defending and maintaining the Trademarks.

15. Each Grantor acknowledges and understands that Secured Party may sell, assign and/or transfer all or part of its interest hereunder to any person or entity (a "Transferee"). After such assignment the term "Secured Party" as used in this Agreement shall mean and include such Transferee, and such Transferee shall be vested with all rights, powers and remedies of Secured Party hereunder with respect to the interest so assigned; but with respect to any such

interest not so transferred, Secured Party shall retain all rights, powers and remedies hereby given. No such assignment by Secured Party shall relieve such Grantor of any of its obligations hereunder. No Grantor may sell, assign or transfer its rights and obligations hereunder without the prior written consent of Secured Party.

16. No course of dealing between any Grantor and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

17. All of Secured Party's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Agreement, or any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

18. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

19. This Agreement is subject to modification only by a writing signed by both parties, except as provided in paragraph 6.

20. This Agreement shall be binding upon each Grantor and Secured Party and their respective permitted successors and assigns, and shall inure to the benefit of each Grantor, Secured Party and the respective permitted successors and assigns, of Secured Party and each Grantor.

21. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of California, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction. To the extent the provisions of the Uniform Commercial Code govern any aspect of this Agreement, the Uniform Commercial Code as the same is, from time to time, in effect in the State of California shall govern; provided, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of, or remedies with respect to, the security interest granted on the Patent Collateral is required to be governed by the Uniform Commercial Code as the same is, from time to time, in effect in a jurisdiction other than the State of California, then such jurisdiction's Uniform Commercial Code, as in effect, from time to time, shall govern only to the extent required by applicable law.

22. All judicial proceedings arising in or under or related to this Agreement may be brought in any state or federal court of competent jurisdiction located in the State of California. By execution and delivery of this Agreement, each party hereto generally and unconditionally: (a) consents to personal jurisdiction in San Mateo County, State of California; (b) waives any objection as to jurisdiction or venue in San Mateo County, State of California; (c) agrees not to assert any defense based on lack of jurisdiction or venue in the aforesaid courts;

and (d) irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Service of process on any party hereto in any action arising out of or relating to this Agreement shall be effective if given in accordance with the requirements for notice set forth in the Loan Agreement, and shall be deemed effective and received as set forth in Section 14.2 of the Loan Agreement. Nothing herein shall affect the right to serve process in any other manner permitted by law or shall limit the right of either party to bring proceedings in the courts of any other jurisdiction.

*[Remainder of Page Intentionally Left Blank]*



IN WITNESS WHEREOF, the execution hereof under seal as of the day and year first above written.

UNIFY CORPORATION

By: Todd E. Wille  
Name: TODD E. WILLE  
Title: PRESIDENT & CEO

GUARANTORS:

UNIFY INTERNATIONAL (US)  
CORPORATION

By: Todd E. Wille  
Name: TODD E. WILLE  
Title: PRESIDENT

AXS-ONE INC.

By: Todd E. Wille  
Name: TODD E. WILLE  
Title: PRESIDENT

UNIFY ACQUISITION CORP.

By: Todd E. Wille  
Name: TODD E. WILLE  
Title: PRESIDENT

**CIPHERSOFT INC.**

By: Todd E. Wille  
Name: TODD E. WILLE  
Title: PRESIDENT

**GUPTA TECHNOLOGIES, GMBH**

By: Todd E. Wille  
Name: TODD E. WILLE  
Title: PRESIDENT

**REALEASE LLC**

By: Todd E. Wille  
Name: TODD E. WILLE  
Title: PRESIDENT

**UNIFY CORPORATION FRANCE S.A.**


By: Todd E. Wille  
Name: TODD E. WILLE  
Title: PRESIDENT

STRATEGIC OFFICE SOLUTIONS, INC.

By: Todd E. Wille  
Name: Todd E. Wille  
Title: President

COMMONWEALTH OR STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF PLACER )

On this the 24<sup>th</sup> day of June, 2010, before me, Lisa Waddell, Notary Public, appeared Todd E. Wille, the person who signed this instrument and who acknowledged that he is the Chief Executive Officer of Unify Corporation and the President of each Guarantor and that being duly authorized he signed such instrument as a free act on behalf of Unify Corporation and each Guarantor.

  
Lisa K. Waddell, Notary Public

[Seal]

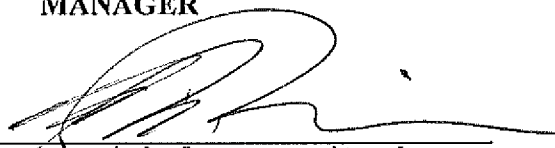
My commission expires: March 11, 2014



**HERCULES TECHNOLOGY II, L.P.**

**BY: HERCULES TECHNOLOGY SBIC  
MANAGEMENT, LLC, ITS GENERAL  
PARTNER**

**BY: HERCULES TECHNOLOGY  
GROWTH CAPITAL, INC., ITS  
MANAGER**

By:   
Name: K. Nicholas Martitsch  
Title: Associate General Counsel

**SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT**

FEDERALLY REGISTERED TRADEMARK(S):

<u>Holder</u>	<u>Trademark or Service Mark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>
AXS-ONE	AXS One	United States	2627337	1-Oct-2002
AXS-ONE	Access Tomorrow Today	United States	2569481	14-May-2002
Unify Corporation	ACCELL	United States	1386673	18-Mar-86
Unify Corporation	UNIFY	United States	1663326	5-Nov-91
Unify Corporation	UNIFY	United States	1843232	5-Jul-94
Unify Corporation	UNIFY COMPOSER	United States	3783409	4-May-10
Unify Corporation	UNIFY DATASERVER	United States	2531160	22-Jan-02
Unify Corporation	UNIFY VISION	United States	2289276	26-Oct-99
Unify Corporation	UNIFYNXJ	United States	2935354	22-Mar-05
Gupta Technologies, LLC	GUPTA	United States	3052990	31-Jan-2006
Gupta Technologies, LLC	GUPTA	United States	2988879	30-Aug-2005
Gupta Technologies, LLC	SQLBASE	United States	1468090	08-Dec-1987
Gupta Technologies, LLC	TEAM DEVELOPER	United States	3045123	17-Jan-2006
Strategic Office Solutions, Inc.	DAEGIS	United States	3357953	18-Dec-2007
Strategic Office Solutions, Inc.	DOCHUNTER	United States	3302536	02-Oct-2007
Strategic Office Solutions, Inc.	DOCHUNTER	United States	3294105	18-Sep-2007

COMMON LAW TRADEMARK(S):

<u>Trademark or Service Mark</u>	<u>Jurisdiction (if applicable)</u>

TRADEMARK APPLICATION(S):

<u>Trademark or Service Mark</u>	<u>Serial/Application No.</u>	<u>Filed Date</u>

TRADEMARK LICENSE(S):

None