

**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
CATAPHORA, INC.		10/15/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	MONTAGE CAPITAL, LLC
Street Address:	19925 Stevens Creek Blvd.
Internal Address:	Suite 100
City:	Cupertino
State/Country:	CALIFORNIA
Postal Code:	95504
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

Name:	AGILITY CAPITAL II, LLC
Street Address:	812 Anacapa
Internal Address:	Suite A
City:	Santa Barbara
State/Country:	CALIFORNIA
Postal Code:	93101
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	3610337	GET US BEFORE THEY GET YOU
Registration Number:	3477962	C-EVIDENCE
Registration Number:	3382832	
Registration Number:	2974683	GET US BEFORE THEY GET YOU
Registration Number:	2974676	CATAPHORA
Registration Number:	3073454	CATAPHORA

CH \$215.00 3610337

Registration Number:	3399308	GET US BEFORE THEY GET YOU
Registration Number:	3360347	CATAPHORA

**CORRESPONDENCE DATA**

Fax Number: (858)550-6420  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 858-550-6403  
Email: erin.obrien@cooley.com  
Correspondent Name: Erin O'Brien  
Address Line 1: c/o Cooley LLP  
Address Line 2: 4401 Eastgate Mall  
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	306316-132 CATAPHORA
NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	10/19/2010

**Total Attachments: 6**  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 15, 2010 by and among Montage Capital, LLC, a California limited liability company, for itself and on behalf of AGILITY CAPITAL II, LLC, a California limited liability company (collectively, "Lender") and CATAPHORA, INC., a Delaware corporation ("Borrower").

### RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and between Lender and Borrower dated of even date herewith (as amended from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender a security interest in all of Borrower's right, title and interest in, its intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto) and 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. Borrower represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Signature page follows.]

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 Borrower:

1200 Bridge Parkway  
Redwood Shores, CA 94065  
Attn:

**BORROWER:**

CATAPHORA, INC.

By: 

Name: Elizabeth Channock

Title: CEO

Address of Lender:

812 Anacapa, Suite A  
Santa Barbara, CA 93101  
Attn: Daniel Corry

**LENDER:**

AGILITY CAPITAL II, LLC

By: 

Name: DANIEL CORRY

Title: CHIEF CREDIT OFFICER

Address of Lender:

19925 Stevens Creek Blvd., Suite 100  
Cupertino, CA 95504  
Attn: Mike Rose

**LENDER:**

MONTAGE CAPITAL, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

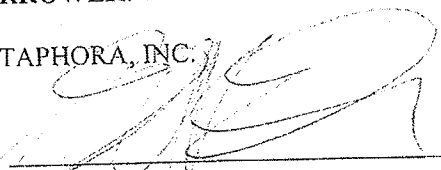
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**BORROWER:**

Address of Borrower:

1200 Bridge Parkway  
Redwood Shores, CA 94065  
Attn:

CATAPHORA, INC.

By:   
Name: Elizabeth Charnock  
Title: CEO

**LENDER:**

Address of Lender:

812 Anacapa, Suite A  
Santa Barbara, CA 93101  
Attn: Daniel Corry

AGILITY CAPITAL II, LLC

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

**LENDER:**

Address of Lender:

19925 Stevens Creek Blvd., Suite 100  
Cupertino, CA 95504  
Attn: Mike Rose

MONTAGE CAPITAL, LLC

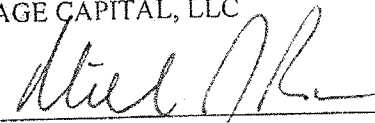
By:   
Name: MICHAEL J. ROSE  
Title: MANAGING PARTNER

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/ Serial Number</u>	<u>Issue /Application Date</u>
Method and apparatus for sociological data analysis	7,519,589	04/14/09
Method and apparatus to visually present discussions for data mining purposes	7,421,660	09/02/08
Data mining by retrieving causally-related documents not individually satisfying search criteria used	7,386,439	06/10/08
Method and apparatus for sociological data mining	7,143,091	11/28/06
Method and apparatus for sociological data analysis	20090287685 11/422,902	11/19/09 04/13/09
Method and apparatus to provide a unified redaction system	20070030528 11/497,470	02/08/07 07/31/06

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
GET US BEFORE THEY GET YOU	3,610,337	04/21/09
C-EVIDENCE	3,477,962	07/29/08
(design)	3,382,832	02/12/08
GET US BFORE THEY GET YOU	2,974,683	07/19/05
CATAPHORA	2,974,676	07/19/05
CATAPHORA	3,073,454	03/28/06
GET US BEFORE THEY GET YOU	3,399,308	03/18/08
CATAPHORA	3,360,347	12/25/07