

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SILICON VALLEY BANK		10/19/2010	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	MODEL N, INC.		
Street Address:	1800 BRIDGE PARKWAY		
City:	REDWOOD SHORES		
State/Country:	CALIFORNIA		
Postal Code:	94065		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2571672	AZERITY	
Registration Number:	2802726	MODEL N	
Registration Number:	2716149	MODEL N	
CORRESPONDENCE DATA			
Fax Number:	(404)962-6736		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(404) 885-3038		
Email:	michael.brignati@troutmansanders.com		
Correspondent Name:	MICHAEL J. BRIGNATI, PH.D.		
Address Line 1:	TROUTMAN SANDERS LLP		
Address Line 2:	600 PEACHTREE STREET, N.E.		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	220763.000991		
NAME OF SUBMITTER:	Michael J. Brignati, Ph.D.		

OP \$90.00 2571672

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**TRADEMARK
 REEL: 004300 FRAME: 0939**

Signature:	/Michael J. Brignati 60,890/
Date:	10/20/2010
Total Attachments: 4 source=Model N_RELEASE#page1.tif source=Model N_RELEASE#page2.tif source=Model N_RELEASE#page3.tif source=Model N_RELEASE#page4.tif	

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "Release") is made as of the 19th day of ~~October~~ 2010, between MODEL N, INC., a Delaware corporation ("Assignee") and SILICON VALLEY BANK, a California corporation (the "Assignor").

WHEREAS, in connection with that certain Amended and Restated Loan and Security Agreement, dated as of November 6, 2008, by and between Assignee and Assignor, Assignee and Assignor entered into certain loan and security agreements (as the same has been amended, modified, supplemented or restated, the "Agreements") for the purpose of securing certain obligations of Assignee to Assignor;

WHEREAS, pursuant to the Agreements, Assignee granted the Assignor, for the benefit of the Assignor, a security interest in all of the Patents, Trademarks, and Copyrights (as defined in the Agreements) (collectively hereinafter the "Intellectual Property"), including the Patents, Trademarks, and Copyrights, identified on Exhibits A, B, and C, attached hereto, and pledged and mortgaged (but did not transfer title to) the Intellectual Property to Assignor; and

WHEREAS, all of the indebtedness and other obligations secured by the Assignor's security interest in the Intellectual Property have been repaid in their entirety, and the Assignor is therefore obligated to release its security interest in the Intellectual Property.

NOW, THEREFORE, for valuable consideration and pursuant to the terms and conditions set forth in the Agreements:

The Assignor hereby terminates and releases its security interest in the Intellectual Property, including without limitation, the Patents, Trademarks, and Copyrights identified on Exhibits A, B, and C attached hereto, and the Assignor hereby assigns and transfers to Assignee, without any representation, warranty, or recourse whatsoever, the Assignor's entire right, title, and interest in and to the Intellectual Property, effective as of the date set forth above.

Assignor hereby agrees to execute such further instruments and documents and perform such further acts as Assignee may deem necessary to secure to Assignee the rights herein conveyed.

IN WITNESS WHEREOF, the Assignor has caused this Release to be executed as of the day and year first above written.

ASSIGNOR

SILICON VALLEY BANK

By: 

Name: Mike Meier

Title: Relationship Manager

EXHIBIT A - PATENTS

<u>Title</u>	<u>Patent/Patent Application Number (Publication Number)</u>	<u>Issue/Filing Date</u>
NONE	N/A	N/A

EXHIBIT B – TRADEMARKS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
AZERITY (Registered)	2,571,672	05/21/2002
MODEL N (Registered)	2,802,726	01/06/2004
MODEL N (Registered)	2,716,149	05/13/2003
MODEL N (Abandoned)	76/181,320	12/18/2000
PROCHANNEL (Cancelled)	2,417,395	01/02/2001
I (Cancelled)	2,417,394	01/02/2001
POLARION (Abandoned)	76/050,872	05/18/2000
POLARION (Abandoned)	76/050,873	05/18/2000
VERANTO (Abandoned)	76/064,463	06/07/2000
VERANTO (Abandoned)	76/064,464	06/07/2000

EXHIBIT C – COPYRIGHTS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NONE	N/A	N/A