

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
Enterworks, Inc.		10/20/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Partners for Growth III, L.P.		
Street Address:	180 Pacific Avenue		
City:	Mill Valley		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2224613	E.	
Registration Number:	2310784	ENTERWORKS	
CORRESPONDENCE DATA			
Fax Number:	(415)738-5371		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4153813283		
Email:	ben@greenspan-law.com		
Correspondent Name:	Benjamin Greenspan		
Address Line 1:	620 Laguna Road		
Address Line 4:	Mill Valley, CALIFORNIA 94941		
ATTORNEY DOCKET NUMBER:	PFG3-ENTERWORKS		
NAME OF SUBMITTER:	Benjamin Greenspan		
Signature:	/bg2/		
Date:	10/20/2010		

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REEL: 004300 FRAME: 0959

Total Attachments: 3

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TRADEMARK COLLATERAL AGREEMENT AND NOTICE

This Trademark Collateral Agreement and Notice dated as of October 20, 2010, is between Enterworks, Inc., a Delaware corporation with its principal place of business at 5940 Horseshoe Drive, Suite 100, Sterling, Virginia 20166 ("Assignor") and Partners for Growth III, L.P., 180 Pacific Avenue, San Francisco, CA 94111 ("Assignee") pursuant to a Loan and Security Agreement of even date herewith, by and between Assignor and Assignee and pursuant to certain other loan documents referenced therein (collectively, the "Loan Documents").

WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in a certain Intellectual Property Security Agreement (the "Security Agreement") in favor of the Assignee of even date herewith, by and between Assignor and Assignee;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

Executed as of the date first above written.

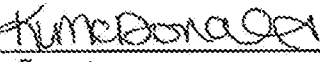
[SIGNATURE PAGE FOLLOWS]

Assignor:

Enterworks, Inc.

By 

Chief Executive Officer

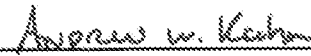
By 

Secretary

Assignee:

PARTNERS FOR GROWTH III, L.P.

By 

Name: 

Title: Manager, Partners for Growth III, LLC
Its General Partner

Signature Page Trademark Collateral Agreement and Notice

SCHEDULE A
Enterworks, Inc.
Trademark Schedule

Trademarks	
Serial Number - Registration Number	Mark
2224613	E (stylized) - United States of America
899184	ENTERWORKS - Canada
1727898	ENTERWORKS - China
2310784	ENTERWORKS - United States