

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
Moxie Software, Inc. f/k/a nGenera Corporation		09/30/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	39200 Six Mile Road
Internal Address:	National Documentation Services
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	a Texas banking association: TEXAS

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	85126489	MOXIE SOFTWARE
Serial Number:	85126487	MOXIE SOFTWARE
Serial Number:	85126488	MOXIE SOFTWARE
Serial Number:	85126491	MOXIE SOFTWARE
Serial Number:	85049697	SPACES
Serial Number:	85049708	SPACES BY NGENERA
Serial Number:	85049701	SPACES BY NGENERA
Serial Number:	85049711	SPACES BY NGENERA
Serial Number:	85049705	SPACES
Serial Number:	85049715	SPACES
Serial Number:	85049710	SPACES
Serial Number:	85049720	SPACES BY NGENERA

OP \$315.00 85126489

CORRESPONDENCE DATA

Fax Number: (734)930-2494

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 734-761-3780

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:	10/27/2010

Total Attachments: 6

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**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Amended and Restated Intellectual Property Security Agreement, as the same may be amended, supplemented, waived or otherwise modified from time to time (this "Agreement") is entered into as of September 30, 2010, between COMERICA BANK ("Bank") and MOXIE SOFTWARE, INC. f/k/a NGENERA CORPORATION ("Grantor").

RECITALS

A. Bank has made, or will make, certain advances of money and to extend certain financial accommodations to Moxie Software CIM Corp., formerly known as 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 as of May 7, 2010 (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. In connection with the terms of the Loan Agreement, Grantor executed an Intellectual Property Security Agreement dated May 7, 2010 (the "Prior Agreement") wherein Grantor 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 Intellectual Property Collateral.

C. On September 14, 2010, Grantor filed with the Delaware Secretary of State a Certificate of Amendment to change its name from nGenera Corporation to Moxie Software, Inc. (the "Name Change Amendment").

D. The parties desire to amend and restate the Prior Agreement in accordance with the terms of this Agreement.

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

1. 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.

2. 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

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preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

3. 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.

4. This Agreement amends, restates and replaces the Prior Agreement in its entirety.

[Remainder of Page Intentionally Left Blank]

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:

Moxie Software, Inc.
650 Castro St., Suite 105
Mountain View, CA 14041

GRANTOR:

MOXIE SOFTWARE, INC.

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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EXHIBIT B

Patents

None.

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EXHIBIT C

Trademarks

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
MOXIE SOFTWARE	85/126489	9/9/10	n/a	n/a
MOXIE SOFTWARE	85/126487	9/9/10	n/a	n/a
MOXIE SOFTWARE	85/126488	9/9/10	n/a	n/a
MOXIE SOFTWARE	85/126491	9/9/10	n/a	n/a
SPACES	85/049697	5/27/10	n/a	n/a
SPACES BY NGENERA	85/049708	5/27/10	n/a	n/a
SPACES BY NGENERA	85/049701	5/27/10	n/a	n/a
SPACES BY NGENERA	85/049711	5/27/10	n/a	n/a
SPACES	85/049705	5/27/10	n/a	n/a
SPACES	85/049715	5/27/10	n/a	n/a
SPACES	85/049710	5/27/10	n/a	n/a
SPACES BY NGENERA	85/049720	5/27/10	n/a	n/a
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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