

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
Accruent, LLC		02/24/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	2400 Hanover Street		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94304		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85088379	ACCRUENT	
Serial Number:	75758354	RETAILEASE PORTFOLIO MANAGER	
CORRESPONDENCE DATA			
Fax Number:	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	687634		
NAME OF SUBMITTER:	Jean Paterson		
Signature:	/jep/		

CH \$65.00 85088379

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TRADEMARK
 REEL: 004486 FRAME: 0495

Date:

02/25/2011

Total Attachments: 6

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Accruent, LLC

- Individual(s)
- General Partnership
- Corporation- State: DC
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Silicon Valley Bank

Internal Address: _____

Street Address: 2400 Hanover St.

City: Palo Alto

State: CA

Country: USA Zip: 94304

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other _____

Citizenship _____
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) February 24, 2011

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

Schedule A

B. Trademark Registration No.(s)

Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Corporation Service Company

Internal Address: Suite 210

Street Address: 1180 Avenue of the Americas

City: New York

State: NY Zip: 10036

Phone Number: 212-299-5600

Fax Number: 212-299-5656

Email Address: _____ ORDER# _____

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

[Signature]
Signature

Laura A. Cardigan
Name of Person Signing

2/24/11
Date

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Agreement*"), dated as of February 24, 2011, is entered into by and between, ACCRUENT, LLC, a Delaware limited liability company (the "*Grantor*") and SILICON VALLEY BANK (the "*Assignee*"), as Administrative Agent pursuant to that certain Guarantee and Collateral Agreement, dated as of February 24, 2011, among the Assignee, the Grantor and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*Guarantee and Collateral Agreement*"), and pursuant to that certain Credit Agreement, dated as of February 24, 2011, among Grantor, ACCRUENT HOLDINGS, LLC, a Delaware limited liability company ("*Holdings*"), SITERRA LLC, a Delaware limited liability company, Administrative Agent and certain Lenders party thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*").

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted in favor of Assignee a security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security granted by Grantor to Assignee pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to Assignee a security interest in all of Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's Obligations. For the purposes of this Agreement, "*Trademarks*" means all of the following included in the Collateral: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill of Grantor's business associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of Grantor's United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, Grantor authorizes the Assignee, upon notice to Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by Grantor or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

ACCRUENT, LLC

By: 

Name: Mark Friedman
Title: Chief Executive Officer

ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent

By: _____

Name: _____

Title: _____

Address of Grantor:
ACCRUENT, LLC
1601 Cloverfield Blvd.
Suite 500 South
Santa Monica, CA 90404
Facsimile No.: 310-526-6300
E-mail: markf@accruent.com

Address of Assignee:
SILICON VALLEY BANK,
2400 Hanover Street
Palo Alto, CA 94304
Attention: Mr. Michael Willard
Facsimile No.: 650-856-7661
E-mail: mwillard@svb.com

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

ASSIGNEE:

ACCRUENT, LLC

SILICON VALLEY BANK,
as Administrative Agent

By: _____
Name: _____
Title: _____

By: Michael Willard
Name: Michael Willard
Title: Relationship Manager

Address of Grantor:
ACCRUENT, LLC
1601 Cloverfield Blvd.
Suite 500 South
Santa Monica, CA 90404
Facsimile No.: _____
E-mail: _____

Address of Assignee:
SILICON VALLEY BANK,
2400 Hanover Street
Palo Alto, CA 94304
Attention: Mr. Michael Willard
Facsimile No.: 650-856-7661
E-mail: mwillard2@svb.com

[Signature Page – Accruent Trademark Security Agreement]

TRADEMARK
REEL: 004486 FRAME: 0501

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks

Country	Record Owner	Mark	Application No. / Filing Dt:	Registration No. / Registration Dt.	Status
U.S. Federal Supplemental Register	Tequila Software Inc.	RETAILEASE PORTFOLIO MANAGER	75758354 23-Jul-1999	2902499 09-Nov-2004	Registered
Canada	Tequila Software Incorporated	SPACEPRO!	081974600 02-Aug-1996	Tma492751 09-Apr-1998	Registered

Applications for Registration of Trademarks

Country	Record Owner	Mark	Application No. / Filing Dt:	Registration No. / Registration Dt.	Status
U.S. Federal	ACCRUENT, LLC	ACCRUENT	85088379 20-JUL-2010		Pending