

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
VERSIONONE, INC.		12/20/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3860512	V1
Registration Number:	3792180	START SMALL. SCALE SMART.
Registration Number:	3401589	V1 VERSIONONE
Registration Number:	3401588	VERSIONONE
Registration Number:	3452550	SIMPLIFYING SOFTWARE DELIVERY
Registration Number:	3497947	V1: AGILE COMMUNITY
Serial Number:	85050746	AGILE MADE EASIER

CORRESPONDENCE DATA

Fax Number: (408)852-4475
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 4088417195
 Email: dsanchezbentz@virtuallawpartners.com
 Correspondent Name: Diana Sanchez Bentz, Legal Specialist
 Address Line 1: Virtual Law Partners LLP
 Address Line 2: 235 Victoria Drive

900186402

**TRADEMARK
 REEL: 004496 FRAME: 0805**

OP \$190.00 3860512

Address Line 4: Gilroy, CALIFORNIA 95020

ATTORNEY DOCKET NUMBER:	SVB_VERSIONONE_TMS
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NAME OF SUBMITTER:	Diana Sanchez Bentz
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Signature:	/dsb0068/
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Date:	03/11/2011
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Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 2nd, 2010 by and between SILICON VALLEY BANK ("Bank") and VERSIONONE, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (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). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, 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 (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and

continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

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

[Signature page follows.]

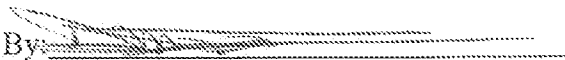
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

6220 Shiloh Road
Suite 400
Alpharetta, GA 30005-8347
Attn: David Funderburke

VERSIONONE, INC.

By: 

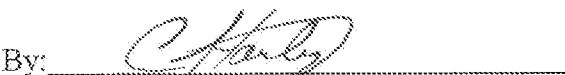
Title: VP OPERATIONS

BANK:

Address of Bank:

3353 Peachtree Road, NE
North Tower, Suite M-10
Atlanta, GA 30326
Attn: Chris Stanley

SILICON VALLEY BANK

By: 

Title: Vice President

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Customized Settings for Viewing and Editing Assets in Agile Software Development	12/245,566	10/03/2008
Integrated Planning Environment for Agile Software Development	12/016,191	01/17/2008
Asset Templates for Agile Software Development	12/016,192	01/17/2008
Customized Report Generation for Tracking Agile Software Development	12/016,193	01/17/2008
Virtual Interactive Taskboard for Tracking Agile Software Development	12/101,089	04/10/2008
Method and System for Planning a Meeting Agenda	12/101,084	04/10/2008
Goal Planning Environment for Agile Software Development	12/174,511	07/16/2008
Multiple Display Modes for a Pane in a Graphical User Interface	12/247,963	10/08/2008
Transitioning Between Iterations in Agile Software Development	12/247,939	10/08/2008
Methods and Systems for Performing Project Schedule Forecasting	12/357,225	01/21/2009
Methods and Systems for Reporting on Build Runs in Software Development	12/463,299	05/08/2009

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
AGILE MADE EASIER	85050746	05/28/2010
VI	3860512	10/12/2010
START SMALL. SCALE SMART.	3792180	05/25/2010
VI VERSIONONE	3401589	03/25/2008
VERSIONONE	3401588	03/25/2008
SIMPLIFYING SOFTWARE DELIVERY	3452550	06/24/2008
VI: AGILE COMMUNITY	3497947	09/09/2008

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE