

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Logicworks Systems Corporation		03/23/2011	CORPORATION: DELAWARE
Logicworks Holdings Corporation		03/23/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Seaport Capital Partners IV SBIC, L.P.
<b>Street Address:</b>	40 Fulton Street, 27th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10038
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	2728228	LOGICWORKS
Registration Number:	2712178	LOGICWORKS
Registration Number:	3399967	FOUNDATION NETWORK SERVICES
Registration Number:	3530324	LOGICOPS
Registration Number:	3553030	LOGICWORKS
Registration Number:	3559945	LOGICWORKS
Registration Number:	3660318	LOGICWORKS
Serial Number:	77920452	WE HOST THE HARD STUFF
Serial Number:	77920484	WE ONLY HOST THE HARD STUFF
Serial Number:	85092476	INFINICLOUD
Serial Number:	85249438	INFINISTOR

**CORRESPONDENCE DATA**

Fax Number: (617)227-4420

**900187525**

**TRADEMARK  
 REEL: 004506 FRAME: 0035**

**CH \$290.00 2728228**

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

Phone: 6172390746  
Email: kouimet@eapdlaw.com  
Correspondent Name: Kristine L Ouimet, Senior Paralegal  
Address Line 1: 111 Huntington Avenue  
Address Line 2: Edwards Angell Palmer & Dodge LLP  
Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:	52802.0015
NAME OF SUBMITTER:	Kristine L. Ouimet
Signature:	/Kristine L Ouimet/
Date:	03/25/2011

**Total Attachments: 9**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 23, 2011 by and among **SEAPORT CAPITAL PARTNERS IV SBIC, L.P.**, a Delaware limited partnership with a principal office located at 40 Fulton Street, 27<sup>th</sup> Floor, New York, NY 10038 ("Seaport"), **LOGICWORKS SYSTEMS CORPORATION**, a Delaware corporation with a principal office located at 155 Avenue of the Americas, Fifth Floor, New York, NY 10013 (the "Company"), **LOGICWORKS HOLDINGS CORPORATION**, a Delaware corporation and the sole stockholder of the Company ("Holdco"), and together with the Company and all present and future Subsidiaries of Holdco and/or the Company, the "Grantors").

### RECITALS

A. Seaport and the Grantors have entered into that certain Senior Secured Note, Warrant and Common Stock Purchase Agreement dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Purchase Agreement"; capitalized terms used herein are used as defined in the Purchase Agreement), pursuant to which Seaport has agreed to purchase a promissory note ("Note") from the Company and make advances of money to the Company from time to time. Seaport is willing to purchase the Note and make such advances to the Company, but only upon the condition, among others, that the Grantors shall grant to Seaport a security interest in their Copyrights, Trademarks, Patents, and Mask Works (as each term is defined below) to secure the Grantors' Obligations under the Purchase Agreement and the Operative Documents.

B. Pursuant to the terms of the Purchase Agreement and that certain Pledge and Security Agreement by and among Seaport and the Grantors, of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Security Agreement"), the Grantors have granted to Seaport a security interest in all of Grantors' 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 their Obligations under the Purchase Agreement and the Operative Documents, the Grantors hereby represent, warrant, covenant and agree as follows:

### AGREEMENT

To secure their Obligations under the Purchase Agreement and the Operative Documents, the Grantors grant and pledge to Seaport a security interest in all of Grantors' right, title and interest in, to and under the Grantors' intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

1. Any and all right, title, and interest in and to the following: (a) all copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations, and copyright applications; (b) all renewals of any of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements for any of the foregoing; (d) the right to sue for past, present, and future infringements of any of the foregoing; and (e) all rights corresponding to any of the foregoing throughout the world, whether now or hereafter existing, created, acquired or held, and including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

2. 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;

3. Any and all design rights that may be available to the Grantors now or that may hereafter be existing, created, acquired or held;

4. Any and all right, title, and interest in and to: (a) any and all patents and patent applications; (b) all inventions and improvements described and claimed therein; (c) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements thereof; and (f) all rights corresponding to any of the foregoing throughout the world, whether now or hereafter existing, created, acquired or held, and including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

5. Any and all right, title, and interest in and to the following: (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world, whether now or hereafter existing, created, acquired or held, and including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

6. 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");

7. 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;

8. 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;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. 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 Seaport under the Purchase Agreement and the Security Agreement. The rights and remedies of Seaport with respect to the security interest granted hereby are in addition to those set forth in the Purchase Agreement, the Security Agreement and the other Operative Documents, and those which are now or hereafter available to Seaport as a matter of law or equity. Each right, power and remedy of Seaport provided for herein or in the Purchase Agreement, the Security Agreement or any of the other Operative 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 Seaport of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Purchase Agreement, the Security Agreement or any of the other Operative Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Seaport, of any or all other rights, powers or remedies.

[Signature page follows.]

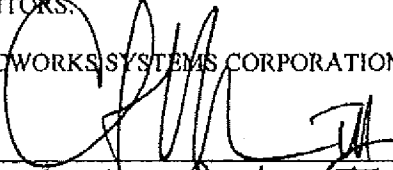
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

Address of Grantor:

155 Avenue of the Americas  
Fifth Floor  
New York, NY 10013  
Attn: President and CEO


LOGICWORKS SYSTEMS CORPORATION

By:   
Name: Carter Burden III  
Title: Chairman of the Board of Directors

Address of Grantor:

155 Avenue of the Americas  
Fifth Floor  
New York, NY 10013  
Attn: President and CEO

LOGICWORKS HOLDINGS CORPORATION

By:   
Name: Carter Burden III  
Title: Chairman of the Board of Directors

SEAPORT:

Address of Seaport:

40 Fulton Street  
27<sup>th</sup> Floor  
New York, NY 10038  
Attn: Bill Luby

SEAPORT CAPITAL PARTNERS IV SBIC, L.P.

By: Seaport Investment Partners IV, L.P.  
Its: General Partner

By: Seaport Associates IV, LLC  
Its: General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature Page to Intellectual Property Security Agreement]

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.

GRANTORS:

Address of Grantor:

155 Avenue of the Americas  
Fifth Floor  
New York, NY 10013  
Attn: President and CEO

LOGICWORKS SYSTEMS CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address of Grantor:

155 Avenue of the Americas  
Fifth Floor  
New York, NY 10013  
Attn: President and CEO

LOGICWORKS HOLDINGS CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SEAPORT:

Address of Seaport:

40 Fulton Street  
27<sup>th</sup> Floor  
New York, NY 10038  
Attn: Bill Luby

SEAPORT CAPITAL PARTNERS IV SBIC, L.P.

By: Seaport Investment Partners IV, L.P.  
Its: General Partner

By: Seaport Associates IV, LLC  
Its: General Partner

By: William K. Luby  
Name: William K. Luby  
Title: President

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.



EXHIBIT B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
LOGICWORKS	2,728,228	June 17, 2003
LOGICWORKS	2,712,178	April 29, 2003
FOUNDATION NETWORK SERVICES	3,399,967	March 18, 2008
LOGICOPS	3,530,324	November 11, 2008
LOGICWORKS & Cube Design	3,553,030	December 30, 2008
LOGICWORKS & Cube Design	3,559,945	January 13, 2009
LOGICWORKS & Cube Design in Front	3,660,318	July 28, 2009
WE HOST THE HARD STUFF	77/920,452 (Pending)	January 26, 2010 (Filed)
WE ONLY HOST THE HARD STUFF	77/920,484 (Pending)	January 26, 2010 (Filed)
INFINICLOUD	85/092,476 (Pending)	January 26, 2010 (Filed)
INFINISTOR	85/249,438 (Pending)	February 23, 2011 (Filed)

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.