

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BIGBY, HAVIS & ASSOCIATES, INC.		03/24/2011	CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	3003 Tasman Drive		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3691155	SALESMAX	
Registration Number:	2917673	CAREERWAY.COM	
Registration Number:	3354701	ASSESS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(408)852-4475		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	4088417195		
<b>Email:</b>	dsanchezbentz@virtuallawpartners.com		
<b>Correspondent Name:</b>	Diana Sanchez Bentz, Legal Specialist		
<b>Address Line 1:</b>	235 Victoria Drive		
<b>Address Line 2:</b>	Virtual Law Partners LLP		
<b>Address Line 4:</b>	Gilroy, CALIFORNIA 95020		
<b>ATTORNEY DOCKET NUMBER:</b>	SVB-MERLIN (BIGBY)-TMS		
<b>NAME OF SUBMITTER:</b>	Diana Sanchez Bentz		

OP \$90.00 3691155

**900188549**

**TRADEMARK**  
**REEL: 004516 FRAME: 0001**

Signature:	/dsb1068/
Date:	04/06/2011
Total Attachments: 7 source=SVB_Merlin_IPSA#page1.tif source=SVB_Merlin_IPSA#page2.tif source=SVB_Merlin_IPSA#page3.tif source=SVB_Merlin_IPSA#page4.tif source=SVB_Merlin_IPSA#page5.tif source=SVB_Merlin_IPSA#page6.tif source=SVB_Merlin_IPSA#page7.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 24, 2011 by and between SILICON VALLEY BANK ("Bank") and BIGBY, HAVIS & ASSOCIATES, 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 Amended and Restated Loan and Security Agreement by and among Bank, Grantor and Merlin Technologies Corporation ("Merlin" together with Grantor, each a "Borrower" and collectively, the "Borrowers") dated as of November 18, 2009 (as the same has been and may be further 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:

12750 Merit Drive, Suite 300  
Dallas, TX 75251  
Attn: James H. Buchanan

BIGBY, HAVIS & ASSOCIATES, INC.

By: James H. Buchanan

Title: Chief Financial Officer \_\_\_\_\_

BANK:

Address of Bank:

275 Grove Street  
Suite 2-200  
Newton, Massachusetts 02466  
Attention: Amber Scarchilli

SILICON VALLEY BANK

By: Amber M Scarchilli

Title: Vice President

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
AMERICAN AIRLINES FLIGHT ATTENDANT SURVEY	TX0004042514	02/27/1995
CIRCLE K, CSP-I SURVEY	TX0004042515	02/27/1995
CIRCLE K STORE MANAGER SURVEY	TX0004026882	02/27/1995
CIRCLE K STORE MANAGER SURVEY: ANOTHER TAILORED SELECTION SYSTEM/FROM BIGBY, HAVIS & LIFSON	TX0004003760	02/27/1995
CSP-I SURVEY	TX0004003761	02/27/1995
IMAGES PRE-EMPLOYMENT SURVEY	TX0004042516	02/27/1995
MORE/LESS QUESTIONS FOR THE AS RES STUDY, 4/21/92	TX0004042517	02/27/1995
SOS SURVEY	TX0004046537	02/27/1995
AMERICAN AIRLINES AGENT SELECTION SURVEY	TX0004159597	03/06/1996
AMERICAN AIRLINES FLIGHT ATTENDANT SURVY, BY KALMAN LIFSON & BIGBY, HAVIS & ASSOCIATES	TX0004182056	03/06/1996
AMERICAN AIRLINES RESERVATION AGENT VALIDATION SURVEY BY KALMAN LIFSON & BIGBY, HAVIS ASSOCIATES	TX0004182054	03/06/1996
CIRCLE K STORE MANAGER SURVEY BY KALMAN LIFSON & BIGBY, HAVIS & ASSOCIATES	TX0004182047	03/06/1996
CIRCLE K STORE MANAGER SURVEY: EXPANDED VERSION BY KALMAN LIFSON & BIGBY, HAVIS & ASSOCIATES	TX0004182048	03/06/1996
COUNTY SEAT COMPATABILITY SURVEY BY KALMAN LIFSON	TXU000734055	03/06/1996
CSP-I CIRCLE K SURVEY BY KALMAN LIFSON & BIGBY, HAVIS & ASSOCIATES	TX0004182052	03/06/1996
CSP-I SURVEY BY KALMAN LIFSON & BIGBY, HAVIS & ASSOCIATES	TX0004182049	03/06/1996
EMERGENCY DEPARTMENT PHYSICIAN SURVEY BY KALMAN LIFSON	TX0004182050	03/06/1996
EMERGENCY DEPARTMENT SURVEY: SURVEYS 1-2	TX0004236812	03/06/1996
IMAGES PRE-EMPLOYMENT SURVEY BY KALMAN LIFSON & BIGBY, HAVIS & ASSOCIATES	TX0004182055	03/06/1996
PRELIMINARY VERSION OF THE AMERICAN AIRLINES RESERVATION AGENT PRE-EMPLOYMENT SURVEY	TX0004236811	03/06/1996
RES SURVEY BY KALMAN LIFSON	TX0004182051	03/06/1996
SOS SURVEY BY KALMAN LIFSON & BIGBY, HAVIS & ASSOCIATES	TX0004182053	03/06/1996
STORE MANAGER SURVEY	TX0004159598	03/06/1996

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>
SALESMAX	3691155	10/06/2009
CAREERWAY.COM	2917673	01/11/2005
ASSESS	3354701	12/18/2007

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE