

**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
Telligent Systems, Inc.		04/13/2011	CORPORATION: TEXAS

**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: 10**

Property Type	Number	Word Mark
Registration Number:	3665382	
Registration Number:	3542380	
Registration Number:	3587583	G
Serial Number:	76682983	GRAFFITI CMS
Registration Number:	3361270	TELLIGENT
Registration Number:	3582022	TELLIGENT
Registration Number:	3500529	COMMUNITY SERVER
Registration Number:	3589241	BLOGMAILR
Registration Number:	3307794	COMMUNITY SERVER
Registration Number:	3085918	TELLIGENT

**CORRESPONDENCE DATA**

Fax Number: (214)953-5822  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 214-953-6105

**900189324**

**TRADEMARK  
 REEL: 004521 FRAME: 0932**

**CH \$265.00 3665382**

Email: dstolle@jw.com  
Correspondent Name: David Stolle  
Address Line 1: 901 Main Street, Suite 6000  
Address Line 4: Dallas, TEXAS 75202

ATTORNEY DOCKET NUMBER:	218803.366
NAME OF SUBMITTER:	David Stolle
Signature:	/David Stolle/
Date:	04/14/2011

**Total Attachments: 10**  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 13, 2011 by and between SILICON VALLEY BANK ("Secured Party") and TELLIGENT SYSTEMS, INC., a Texas corporation ("Grantor").

### RECITALS

A. Secured Party and Grantor are entering into that certain Loan and Security Agreement by dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein which are not defined, have the meanings set forth in the Loan Agreement).

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

NOW, THEREFORE, as collateral security for the payment and performance when due of all of the Obligations, Grantor hereby grants, represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure all of the Obligations, Grantor grants and pledges to Secured Party a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (as defined in the Loan Agreement), including without limitation the following:

a. All of present and future United States registered copyrights and copyright registrations, including, without limitation, the registered copyrights, maskworks, software, computer programs and other works of authorship subject to United States copyright protection listed in Exhibit A-1 to this Agreement (and including all of the exclusive rights afforded a copyright registrant in the United States under 17 U.S.C. §106 and any exclusive rights which may in the future arise by act of Congress or otherwise) and all present and future applications for copyright registrations (including applications for copyright registrations of derivative works and compilations) (collectively, the "Registered Copyrights"), and any and all royalties, payments, and other amounts payable to Grantor in connection with the Registered Copyrights, together with all renewals and extensions of the Registered Copyrights, the right to recover for all past, present, and future infringements of the Registered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Registered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto.

b. All present and future copyrights, maskworks, software, computer programs and other works of authorship subject to (or capable of becoming subject to) United States copyright protection which are not registered in the United States Copyright Office (the "Unregistered Copyrights"), whether now owned or hereafter acquired, including without limitation the Unregistered Copyrights listed in Exhibit A-2 to this Agreement, and any and all

royalties, payments, and other amounts payable to Grantor in connection with the Unregistered Copyrights, together with all renewals and extensions of the Unregistered Copyrights, the right to recover for all past, present, and future infringements of the Unregistered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Unregistered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto. The Registered Copyrights and the Unregistered Copyrights collectively are referred to herein as the "Copyrights."

c. All right, title and interest in and to any and all present and future license agreements with respect to the Copyrights.

d. All present and future accounts, accounts receivable, royalties, and other rights to payment arising from, in connection with or relating to the Copyrights.

e. 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");

f. All 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");

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 rights identified above;

h. All licenses or other rights to use any of the Copyrights, Patents or Trademarks, 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 or Patents; 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, and all license royalties and proceeds of infringement suits, and all rights corresponding to the foregoing throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part of the foregoing.

2. Loan Agreement. This security interest is granted in conjunction with the security interest granted to Secured Party under the Loan Agreement. The rights and remedies of Secured Party 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 Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Loan Agreement or any of the other 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 Secured Party of any one or more of the rights, powers or remedies provided for in this 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 Secured Party, of any or all other rights, powers or remedies.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

a. Grantor has no present maskworks, software, computer programs and other works of authorship registered with the United States Copyright Office except as disclosed on Exhibit A-1 hereto.

b. Grantor shall undertake all commercially reasonable measures to cause its employees, agents and independent contractors to assign to Grantor all rights of authorship to any copyrighted material in which Grantor has or may subsequently acquire any right or interest, but Grantor shall not be required to pay any money to, file suit against, or terminate the employment or retention of, such persons to acquire any such right or interests.

c. Grantor shall promptly advise Secured Party of any Trademark, Patent or Copyright not specified in this Agreement, which is hereafter acquired by Grantor.

d. Grantor shall not register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Secured Party with at least 15 days prior written notice thereof, (ii) providing Secured Party with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.

4. General. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys fees, costs and disbursements. This Agreement may be amended only by a written instrument signed by both parties hereto. To the extent that any provision of this Agreement conflicts with any provision of the Loan Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Loan Agreement. This Agreement, the Loan Agreement, and the other Loan Documents comprise the entire agreement of the parties with respect to the matters addressed in this Agreement. This Agreement shall be governed by the laws of the State of Texas, without regard for choice of law provisions. Grantor and Secured

Party consent to the nonexclusive jurisdiction of any state or federal court located in Dallas County, Texas.

5. Waiver of Right to Jury Trial. SECURED PARTY and GRANTOR each hereby waive the right to trial by jury in any action or proceeding based upon, arising out of, or in any way relating to: (i) this Agreement; or (ii) any other present or future instrument or agreement between SECURED PARTY and GRANTOR; or (iii) any conduct, acts or omissions of SECURED PARTY or GRANTOR or any of their directors, officers, employees, agents, attorneys or any other persons affiliated with SECURED PARTY or GRANTOR; in each of the foregoing cases, whether sounding in contract or tort or otherwise.

IN WITNESS WHEREOF, the parties have cause 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:

Telligent Systems, Inc.  
17950 Preston Road, Suite 310  
Dallas, Texas 75252  
Attn: Kristin Reichert  
Fax: 214.420.1354

Grantor:

TELLIGENT SYSTEMS, INC.  
a Texas corporation

By Kristin Reichert  
Name: KRISTIN REICHERT  
Title: CHIEF FINANCIAL OFFICER

Address of Secured Party:

3003 Tasman Drive  
Santa Clara, California 95054

Secured Party:

SILICON VALLEY BANK

By Jennifer Bentley  
Name: Jennifer Bentley  
Title: Relationship Manager

EXHIBIT A-1

REGISTERED COPYRIGHTS

(including copyrights that are the subject of an application for registration)

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Community Server 2008	Application Pending	March 21, 2011

**EXHIBIT A-2**  
**UNREGISTERED COPYRIGHTS**

Telligent Community

Telligent Analytics

Telligent Evolution



**EXHIBIT B**

**PATENTS**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
System and Method for Analyzing Users of a Social Network	61/357,496	6/22/2010
System and Method for Monitoring Collaboration in a Community	61/372,727	8/11/2010
Email Interface for Weblog Entries	11/935,705	11/6/2007

**EXHIBIT C**  
**TRADEMARKS**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
DESIGN	3,665,382	8/11/2009
DESIGN	3,542,380	12/9/2008
G & DESIGN	3,587,583	3/10/2009
GRAFFITI CMS	76/682,983	10/16/2007
TELLIGENT & DESIGN	3,361,270	1/1/2008
TELLIGENT & DESIGN	3,582,022	3/3/2009
COMMUNITY SERVER	3,500,529	9/16/2008
BLOGMAILER	3,589,241	3/10/2009
COMMUNITY SERVER	3,307,794	10/9/2007
TELLIGENT	3,085,918	4/25/2006
Telligent Community	Unregistered	
Telligent Analytics	Unregistered	
Telligent Evolution	Unregistered	

# Telligent Systems, Inc. Patent Status Report

Printed: 03/03/2011

Sorted By DocketNumber

Docket Number Client Status No	Country	Title	Serial # & Date	Patent # & Date	Publication # & Date	Status Sub-Status	Inventors	Actions Pending
50444/P001V1	United States		61357495 06/22/2010			Filed Filed	Howard, Robert	01/19/2011 Updated Filing Receipt 03/22/2011 Review USA - 9 month reminder 03/22/2011 Review foreign - 9 month reminder 05/22/2011 Review USA - 11 month reminder 05/22/2011 Review foreign - 11 month reminder 06/22/2011 Filing Deadline 06/22/2011 Foreign Filing Completed By

## SYSTEM AND METHOD FOR ANALYZING USERS OF A SOCIAL NETWORK






Abstract:

50444/P001V2	United States		61372727 08/11/2010			Filed Filed	Howard, Robert	02/11/2011 Review USA - 6 month reminder 02/11/2011 Review foreign - 6 month reminder 05/11/2011 Review USA - 9 month reminder 05/11/2011 Review foreign - 9 month reminder 07/11/2011 Review USA - 11 month reminder 07/11/2011 Review foreign - 11 month reminder 08/11/2011 Filing Deadline 08/11/2011 Foreign Filing Completed By
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## SYSTEM AND METHOD FOR MONITORING COLLABORATION IN A COMMUNITY

Abstract:

**TELLIGENT SYSTEMS, INC. TRADEMARKS**  
**March 4, 2011**

Mark	Goods/Services
 DESIGN Reg. No. 3,665,382 registered August 11, 2009	Development of computer software programs, namely, to assist a business in managing its network of knowledge and data in Class 042
 DESIGN Reg. No. 3,542,380 registered December 9, 2008	Downloadable software, namely, software to assist a business in managing its network of knowledge and data in Class 009
 G & DESIGN Reg. No. 3,587,583 registered March 10, 2009	Computer software, namely, software downloaded for creating and publishing content on the worldwide web in Class 009
GRAFFITI CMS Serial No. 76/682,983 filed October 16, 2007	Downloadable computer software for the purpose of creating and publishing customized content on the worldwide web in Class 009
TELLIGENT & DESIGN  Reg. No. 3,361,270 registered January 1, 2008	Technology consulting services, namely the development of computer software programs, for consumer and business enterprises in Class 042
TELLIGENT & DESIGN  Reg. No. 3,582,022 registered March 3, 2009	Downloadable software, namely, software to assist a business in managing its network of knowledge and data in Class 009
COMMUNITY SERVER Reg. No. 3,500,529 registered September 16, 2008	Downloadable software, namely, software to assist a business in managing its network of knowledge and data in Class 009
BLOGMAILER Reg. No. 3,589,241 registered March 10, 2009	Providing temporary use of online non-downloadable computer software for publishing weblogs via e-mail in Class 041
COMMUNITY SERVER Reg. No. 3,307,794 registered October 9, 2007	Development of computer software program, namely to assist a business in managing its network of knowledge and data in Class 042
TELLIGENT Reg. No. 3,085,918 registered April 25, 2006	Development of computer software programs for consumers and business enterprises in Class 042