

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
RPATH, INC.		01/31/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	SQUARE 1 BANK
<b>Street Address:</b>	406 Blackwell Street
<b>Internal Address:</b>	Suite 240
<b>City:</b>	Durham
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	27701
<b>Entity Type:</b>	CORPORATION: NORTH CAROLINA

**PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Serial Number:	78882199	RMAKE
Serial Number:	78794996	THE SOFTWARE APPLIANCE COMPANY
Serial Number:	78701634	CONARY
Serial Number:	78696355	RBUILDER
Serial Number:	78696351	RP
Serial Number:	78696347	RPATH
Serial Number:	77630311	RPATH LIFECYCLE MANAGEMENT PLATFORM
Serial Number:	77246253	VIRTUAL APPLIANCES LEADERSHIP SUMMIT
Serial Number:	77246189	CONARY
Serial Number:	77246177	RBUILDER
Serial Number:	77246161	RP
Serial Number:	77246145	RPATH
Serial Number:	77222714	RPATH APPLIANCE PLATFORM

CH \$365.00 78882199

Serial Number: 77009669 OS

**CORRESPONDENCE DATA**

Fax Number: (919)354-1278  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 9193143086  
Email: loandocsdept@square1bank.com  
Correspondent Name: Square 1 Bank  
Address Line 1: 406 Blackwell Street  
Address Line 2: Suite 240  
Address Line 4: Durham, NORTH CAROLINA 27701

NAME OF SUBMITTER: Lee Conner

Signature: /leeconner-tkf/

Date: 05/18/2011

**Total Attachments: 5**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 31, 2011 by and between SQUARE 1 BANK ("Bank") and RPATH, INC., a Delaware corporation ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations 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 of even date herewith (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 and Patents 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, 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 Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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:

701 Corporate Center Drive, Suite 395  
Raleigh, NC 27607

Attn: Chief Executive Officer

RPATHI, INC.

By:

Michele Hyon

Title:

Director of Finance

BANK:

Address of Bank:

406 Blackwell Street, Suite 240  
Crowe Building  
Durham, NC 27701

Attn: Manager

SQUARE 1 BANK

By:

[Signature]

Title:

VP - Square 1 Bank/US

**EXHIBIT A**

**Copyrights**

**Description**

**Registration Number**

**Registration Date**

None.

**EXHIBIT B**

**Patents**

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Methods, systems, and computer program products for provisioning software via a file repository in which a version string is used to identify branches of a tree structure	11423053	6/8/06
Methods, systems, and computer program products for provisioning software using local changesets that represent differences between software on a repository and a local system	11423071	6/8/06
Methods, systems, and computer program products for provisioning software using dynamic tags to identify and process files	11423079	6/8/06
Methods, systems, and computer program products for updating software on a data processing system based on transition rules between classes of compatible versions	12032827	2/18/08
Methods, systems, and computer program products for taking a snapshot of installed software on a data processing system as part of a software update process	12036622	2/25/08

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
RMAKE	78882199	5/12/06
THE SOFTWARE APPLIANCE COMPANY	78794996	1/19/06
CONARY	78701634	8/26/05
RBUILDER	78696355	8/19/05
RP	78696351	8/19/05
RPATH	78696347	8/19/05
RPATH LIFECYCLE MANAGEMENT PLATFORM	77630311	12/10/08
VIRTUAL APPLIANCES LEADERSHIP SUMMIT	77246253	8/3/07
CONARY	77246189	8/3/07
RBUILDER	77246177	8/3/07
RP	77246161	8/3/07
RPATH	77246145	8/3/07
RPATH APPLIANCE PLATFORM	77222714	7/5/07
OS	77009669	9/28/06