

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
Bronto Software, Inc.		07/26/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	RBC Bank (USA)		
Street Address:	301 Fayetteville Street		
Internal Address:	Suite 1100 c/o Lesley Wilson		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27601		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3162347	BRONTO	
CORRESPONDENCE DATA			
Fax Number:	(919)981-4300		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	pkennedy@williamsmullen.com		
Correspondent Name:	Phillip Kennedy		
Address Line 1:	301 Fayetteville Street		
Address Line 2:	Suite 1700		
Address Line 4:	Raleigh, NORTH CAROLINA 27601		
NAME OF SUBMITTER:	Phillip Kennedy		
Signature:	/Phillip Kennedy/		
Date:	07/26/2011		
Total Attachments: 8			

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Bank Use Only:	Customer Number	
	Account Number	

RBC Bank

Security Agreement (IP)

THIS SECURITY AGREEMENT ("Security Agreement"), entered into as of July 26, 2011, by Bronto Software, Inc., a Delaware corporation, (whether one or more, "Grantor") with a mailing address of Washington Building, 324 Blackwell Street, Suite 410, Durham, North Carolina 27701, to RBC BANK (USA), a North Carolina banking corporation ("Bank"), with a mailing address of Post Office Box 1220, Rocky Mount, North Carolina 27802-1220, which address is the place to which all notices and communications should be sent to Bank regarding this Security Agreement.

Grantor has obtained a loan or other extension of credit from Bank ("Loan"). Grantor and Bank have entered into a loan agreement relative to the Loan ("Loan Agreement"). The Loan Agreement is dated July 26, 2011.

The Loan is in an aggregate principal amount of up to \$750,000 ("Loan Amount") and is evidenced by a promissory note or promissory notes dated July 26, 2011, in the original aggregate principal amount of up to the Loan Amount, from Grantor to Bank (whether one or more, "Note").

Under the Loan Agreement, Grantor has granted to Bank a security interest in existing and hereafter acquired Collateral, including the Intellectual Property Collateral. Grantor desires to supplement the grant of the security interest under the Loan Agreement with the grant of the security interest contained in this Security Agreement.

The security interest contained in this Security Agreement will secure each and all of the following Indebtedness and obligations: (1) payment of all present and future Indebtedness outstanding under and evidenced by the Note, which is in the original principal aggregate amount up to the Loan Amount, and payment of any and all Indebtedness that may now be owed by Grantor to Bank and any and all Indebtedness that may in the future be owed by Grantor to Bank under other promissory notes or evidences of Indebtedness which recite that the Indebtedness evidence by such other promissory notes or evidences of Indebtedness are secured by this Security Agreement or the liens and security interests created by this Security Agreement (individually and collectively, both present and future, sometimes the "Obligations"); (2) payment of all sums, with interest thereon at the Contract Rate, now or hereafter advanced under this Security Agreement or any one or more of the other Loan Documents to complete construction or furnishing of any improvements, or to maintain, protect, repair, restore or preserve the Intellectual Property Collateral; (3) payment of all sums, with interest thereon at the Contract Rate, now or hereafter advanced under this Security Agreement or any one or more of the other Loan Documents to maintain, protect, preserve and enforce the liens and security interests created by this Security Agreement or any one or more of the other Loan Documents; (4) payment of all sums, with interest thereon at the Contract Rate, now or hereafter advanced to protect and enforce the rights and remedies of Bank hereunder or under any one or more of the other Loan Documents; (5) payment of any and all present and future Indebtedness and other obligations under each one of and all of the Loan Documents that are not encompassed in phrases (1) through (4) of this paragraph, including payment of any and all premiums and other obligations relating to any Rate Management Transaction; (6) performance of the covenants, terms and conditions contained in each one of and all of the Loan Documents; and (7) payment of all monetary obligations incurred by or accrued to Bank during the pendency of any bankruptcy, insolvency, receivership or other similar proceedings, regardless of whether allowed or allowable in such proceeding, relative to Grantor or any one or more of the Loan Documents.

NOW, THEREFORE, in consideration of the premises and for the purpose of securing the Obligations and the other Indebtedness and obligations as aforesaid, and in further consideration of the sum of Ten Dollars (\$10) paid to Grantor by Bank, receipt of which is hereby acknowledged, Grantor has pledged, assigned and granted, and by these presents does pledge, assign and grant unto Bank, with power of sale, and upon the representations, warranties, covenants, terms and conditions set forth in this Security Agreement, a continuing security interest in and lien upon the following personal property and other property rights and property interests, together with all estate, right, title and interest of Grantor therein and thereunder, both now existing and hereafter created, acquired

or arising (severally and collectively, "Intellectual Property Collateral"): Intellectual Property Collateral, including those Copyrights, Patents and Trademarks listed on Exhibits A, B and C attached hereto, together with all licenses, royalties and other proceeds, products, accessions, additions, replacements, substitutions, re-issues, divisions and continuations of, for or to the foregoing property and property rights, all rights to sue for past, present and future infringements and all rights corresponding thereto throughout the world and all books and records relating to the foregoing property and property rights or used in connection therewith.

Grantor represents, warrants, covenants and agrees with Bank as set forth above and in the sections and paragraphs set forth hereinbelow:

Loan Documents

This Security Agreement, the Obligations, the Loan Agreement and the other Loan Documents are incorporated into each other and they are each a part of the other. Grantor agrees to perform all obligations required to be performed from time to time by Grantor under each one of and all of the Loan Documents, including the Obligations, the Loan Agreement and this Security Agreement. All of the Loan Documents will be applied and enforced in harmony with and in conjunction with each other to the end that Bank realizes fully upon its rights and remedies in each and the liens and security interests created by each; and, to the extent conflicts exist between this Security Agreement and the other Loan Documents, they will be resolved in favor of Bank for the purpose of achieving the full realization of Bank's rights and remedies and the liens and security interests as aforesaid.

Future Advances

This Security Agreement secures future advances. The terms and conditions under which future advances will be made to Grantor are set forth in the Loan Agreement and some or all of the other Loan Documents.

Representations and Warranties

Grantor represents and warrants to Bank as follows: (1) Grantor is the legal and beneficial owner of the Intellectual Property Collateral and Bank has, or upon the attachment of the security interest created hereunder will have, a first priority perfected security interest in all Intellectual Property Collateral, subject only to the Permitted Liens; and (2) Exhibits A, B, and C attached hereto set forth any and all intellectual property rights which Grantor has registered or filed an application to register with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

Covenants

The rights, duties and obligations outlined in this Security Agreement will automatically apply to all intellectual property and intellectual property rights, including those set forth in any licenses related to any of the foregoing, which Grantor obtains subsequent to the date of this Security Agreement ("New IP"). Grantor will give to Bank written notice all New IP promptly after the acquisition of same, but in any event not less frequently than as required by the Loan Agreement. Grantor hereby authorizes Bank to (1) modify this Security Agreement unilaterally by amending the exhibits to this Security Agreement to include any New IP and (2) file a duplicate original of this Security Agreement containing the amended exhibits reflecting the New IP in the manner described below relative to filings with the United States Patent and Trademark Office, the United States Copyright Office and other offices.

Bank's use of the Intellectual Property Collateral as permitted under this Security Agreement and in any of the other Loan Documents in connection with Bank's exercise of its rights and remedies will be coextensive with Grantor's rights thereunder and Bank will have no liability for royalties, fees and other charges upon the exercise of such rights and remedies.

Bank may file a duplicate original of this Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office; and, Bank may file a duplicate of this Security Agreement and financing statements in any other public registries or other offices deemed advisable or necessary in Bank's sole discretion to perfect and otherwise protect and put the public on notice of Bank's security interest and rights in the Intellectual Property Collateral. To the extent Bank has filed any such duplicate originals and financing statements prior to the closing on any of the Obligations, Grantor ratifies such filings. Grantor will from time to time execute and deliver to Bank, at the request of Bank, such other documents, instruments and records that Bank may request in form and substance satisfactory to Bank and its counsel, to perfect and continue Bank's security interest in the Intellectual Property Collateral.

Events of Default

The occurrence of any one or more of the following events will constitute a default or an event of default hereunder ("Default" or "Event of Default"): (1) Grantor's default under, breach, or failure to perform any material covenant, representation, warranty, term, condition or provision contained in this Security Agreement, and any such default, breach or failure to perform is not remedied to Bank's satisfaction within fifteen (15) days following notice thereof having been given by Bank to Grantor; or (2) the occurrence of any default or event of default under any one or more of the other Loan Documents, including the Obligations or the Loan Agreement, and the failure of such default or event of default to be cured within any applicable grace periods.

Remedies

Upon the occurrence of an Event of Default or any other event defined in this Security Agreement as an "event of default" or a "default", Bank will have the right, at its option, (1) to declare all amounts payable under the Obligations, or any one or more of them if more than one, as well as any or all of the other Indebtedness and obligations secured hereby that are not already due hereunder, to be immediately due and payable without notice or demand, whereupon the same will become immediately due and payable, regardless of the maturity date thereof, and (2) to exercise any and all of Bank's other rights and remedies under this Security Agreement, the Loan Agreement and the other Loan Documents, as well as any additional rights and remedies Bank may have at law or in equity, including foreclosing on the Intellectual Property Collateral as provided below in this Security Agreement, foreclosing on the Intellectual Property Collateral or proceeding at law through a judicial foreclosure. All of Bank's rights and remedies may be exercised by Bank from time to time and at any number of times successively, concurrently and alternatively without impairing Bank's rights hereunder or under any of the other Loan Documents.

Foreclosure

Bank will have all of the rights and remedies available to a secured creditor under the UCC and without limiting the foregoing, upon the occurrence of an Event of Default under this Security Agreement, Bank may exercise any one or more of the following rights and remedies: (1) foreclose and otherwise enforce Bank's security interests in any and all of the Intellectual Property Collateral in any manner permitted by applicable requirements of law, this Security Agreement and any of the other Loan Documents; (2) sell and otherwise dispose of any and all Intellectual Property Collateral at one or more public sales and at one or more private sales, whether or not such Intellectual Property Collateral is present at the place of sale, for cash or credit, on such terms and in such manner as Bank may determine; (3) require Grantor to assemble the Intellectual Property Collateral and make it available to Bank at a place to be designated by Bank; (4) enter onto any land and other property where any Intellectual Property Collateral is located and take possession of such Intellectual Property Collateral with or without judicial process; and (5) prior to the disposition of the Intellectual Property Collateral, manage and otherwise use and make use of any or all of the Intellectual Property Collateral, or generally prepare or preserve Intellectual Property Collateral for disposition in any manner and to the extent Bank deems appropriate. Grantor hereby agrees that ten (10) calendar days notice of any intended sale and disposition of any Intellectual Property Collateral is commercially reasonable; that a shorter period of notice will be commercially reasonable if, in Bank's opinion, Bank deems it necessary to move more expeditiously with disposition of the Intellectual Property Collateral and any part thereof; and that the foregoing will not require a notice if no notice is required under the UCC. The proceeds of any sale of, and other realization upon, all and any part of the Intellectual Property Collateral will be applied by Bank against the Obligations and other Indebtedness and obligations due Bank under the Loan Documents in the order of priorities as set out in the Loan Agreement, unless applicable requirements of law require a different application of payments, and then they will be applied in accordance with applicable requirements of law.

Appointment of Receiver

Bank will have the absolute and unconditional right, upon the occurrence of an Event of Default hereunder, to apply for and to obtain the appointment of a receiver or similar official for all or a portion of the Intellectual Property Collateral, to do or cause to be done any one or more of the things Bank is permitted or authorized to do with respect to the Intellectual Property Collateral, or any part or parts thereof or interests therein, under this Security Agreement after the occurrence of an Event of Default, including any one or more of the following with all or any part of or interests in the Intellectual Property Collateral: manage and operate the Intellectual Property Collateral; sell the Intellectual Property Collateral; and, collect and apply the proceeds from the Intellectual Property Collateral to the payment of the Obligations and any other amounts secured by this Security Agreement, such proceeds to be applied in the order provided for application of payments hereinabove. In the event of Bank's application for a

receiver or other similar official, Grantor consents to the appointment of such receiver or similar official without prior notice to Grantor and without Bank or the receiver or similar official having to post a bond or other security.

Termination of Security Agreement

If at any time during the period of this Security Agreement there is no balance outstanding under any of the Obligations, no obligation of Bank to make any further or additional advances to any person under the Obligations or otherwise under any of the Loan Documents, and all indebtedness and other obligations secured by this Security Agreement and secured or evidenced by any of the other Loan Documents have been paid and satisfied in full, Bank will, upon written request of Grantor and at Grantor's costs and expense, if permitted by applicable law, execute and deliver to Grantor a termination of this Security Agreement.

General Terms

The recitals are part of this Security Agreement. All exhibits and other attachments to this Security Agreement are incorporated herein.

Grantor waives the benefit of all present and future homestead, appraisal, valuation, stay, extension, reinstatement and redemption laws, and all rights to require marshalling. Grantor waives any rights Grantor might have or have had under North Carolina General Statute Section 26-7, et. seq., or any other similar laws.

This Security Agreement will be governed by and construed in accordance with the laws of the State of North Carolina, excluding, however, the conflict of law and choice of law provisions thereof.

Except as otherwise provided in this Security Agreement, the terms and conditions of this Security Agreement may be changed only by an agreement in writing signed by Bank and Grantor.

Grantor does hereby irrevocably constitute and appoint Bank its true and lawful attorney with full power of substitution, for it and in its name, place and stead, to do or cause to be done such acts as Bank, in its sole discretion, deems necessary and advisable to effect the terms and conditions of this Security Agreement and to otherwise realize Bank's rights, authority and powers hereunder, and the benefits provided to Bank herein. The foregoing appointment is and the same will be coupled with an interest in favor of Bank.

If two or more persons have joined as Grantor, each of the persons will be jointly and severally obligated to perform Grantor's obligations in this Security Agreement.

Subject to the limitations on Grantor's right to assign set forth herein and any other limitations on assignment in any of the other Loan Documents, the covenants, terms and conditions contained in this Security Agreement will bind, and the benefits and powers will inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. At any time or times and without notice to Grantor or any other person, Bank may assign any or all of the Obligations or sell or transfer one or more participations in any of the Obligations, and in connection with any such assignments, sales or other transfers, may assign Bank's rights and benefits under this Security Agreement and any of the Loan Documents in whole or in part; and, this Security Agreement will apply to, be binding upon and inure to the benefit of each one of and all of Bank's participants, successors and assigns, including any agent that may administer or service any of the Obligations for any holder of any of the Loan Documents, or any assignees, transferees or participants.

All notices and other communications under this Security Agreement will be deemed given when mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the addresses of the parties as set forth in this Security Agreement. Grantor and Bank may, by written notice given hereunder, designate a different address where communications should be sent and Bank may direct, by notice to Grantor, for communications to be sent electronically or in some other non-tangible medium.

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

Definitions

For the purposes of this Security Agreement, terms and phrases will have the meaning given to them below or elsewhere in this Security Agreement, as applicable; and if any terms or phrases are not defined in this Security Agreement, such terms will have the meaning given to them in the Loan Agreement. In using and applying the various terms, provisions and conditions in this Security Agreement, the rules of construction contained in the Loan Agreement will apply.

"Obligations" means, as the context requires, either or both an Indebtedness and the evidence of an Indebtedness secured by this Security Agreement as described in this Security Agreement, and includes extensions, renewals, modifications, amendments, changes, substitutions and replacements thereof and therefor, in whole and in part.

"Rate Management Transaction" means any transaction and all agreements with respect thereto, now existing or hereafter entered into between Grantor and Bank or others on Bank's behalf, which is a rate swap, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, forward transaction, currency swap transaction, cross-currency rate swap transaction, currency option or any other similar transaction or any combination thereof (including any option with respect to any of these transactions), whether linked to one or more interest rates, foreign currencies, commodity prices, equity prices or other financial measures (the agreements relating to Rate Management Transactions are part of the Loan Documents).

EXECUTED by the undersigned under SEAL as of the date of this Security Agreement.

Bronto Software, Inc., a Delaware corporation

By: Charles A. Felix

Title: Vice President and Secretary

(SEAL)

[Affix Corporate Seal]

**EXHIBIT A
to Security Agreement – IP
Copyrights**

Description

Registration
Number

Registration
Date

**EXHIBIT B
to Security Agreement – IP
Patents**

Description

Registration/
Application
Number

Registration/
Application
Date

**EXHIBIT C
to Security Agreement – IP
Trademarks**

<u>Mark</u>	<u>Design</u>	<u>Class</u>	<u>Registration No.</u>	<u>Filing Date</u>
"BRONTO"	Word Mark	IC 042	3162347	Nov. 15, 2005