

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
SenSage, Inc.		09/15/2011	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Canaan Equity III L.P.		
Street Address:	2765 Sand Hill Road		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3011351	SENSAGE	
CORRESPONDENCE DATA			
Fax Number:	(214)978-3099		
Phone:	(214) 978-3000		
Email:	angela.young@bakermckenzie.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Baker & McKenzie LLP		
Address Line 1:	2001 Ross Ave., Suite 2300		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	68165951-001021		
NAME OF SUBMITTER:	Lori Fuller		
Signature:	/Lori Fuller/		
Date:	09/16/2011		

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Total Attachments: 9
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made as of September 15, 2011, by and among SenSage, Inc., a California corporation (together with its successors and assigns, the "Company"), and Canaan Equity III L.P. in its capacity as representative and collateral agent for and on behalf of the Lenders (as defined herein) (in such capacity, the "Collateral Agent").

RECITALS

WHEREAS, the Company and, among others, the Collateral Agent are party to that certain Note Purchase and Security Agreement, dated as of September 15, 2011 (as amended, modified or supplemented from time to time, the "Note Purchase Agreement");

WHEREAS, pursuant to the Note Purchase Agreement, certain lenders (the "Lenders") have or may in the future make loans to the Company, as evidenced by certain subordinated secured convertible promissory notes issued pursuant to the Note Purchase Agreement;

WHEREAS, pursuant to the terms of the Note Purchase Agreement, the Collateral Agent has been appointed by the Lenders as their representative and collateral agent for the purpose, among other things, of entering into this Agreement for the benefit of the Lenders and holding the security interests created hereby; and

WHEREAS, it is a condition precedent to the obligations of the Lenders pursuant to the Note Purchase Agreement that the Company execute and deliver this Agreement for filing by the Collateral Agent with the United States Patent and Trademark Office (the "PTO") and the United States Copyright Office (the "Copyright Office") (and any other relevant recording systems in any domestic or foreign jurisdiction) as further evidence of and to effectuate such grant of a security interest in the intellectual property rights of the Company:

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants made in the Note Purchase Agreement and herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions; Interpretation. All capitalized terms used in this Agreement and not otherwise defined herein will have the meanings assigned to them pursuant to the Note Purchase Agreement.

2. Grant of Security Interest. As a continuing security for the payment and performance of the Obligations, the Company hereby grants to the Collateral Agent, for itself and on behalf of, and for the ratable benefit of, each of the Lenders, a security interest in and to all of the Company's rights, title and interests in, to and under the following property, whether now existing or owned or hereafter acquired, developed or arising (collectively, the "Intellectual Property Collateral"):

(a) all intellectual property rights of any nature or character including, without limitation, and whether domestic or foreign: (i) all patents and patent applications, all licenses in respect to any rights identified in this clause (a)(i) and all income and royalties with respect to any licenses, all rights to sue for past, present or future infringement of any of the rights identified in this clause (a)(i), all rights arising from any of the rights identified in this clause (a)(i) and pertaining thereto and all reissues,

divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing; (ii) all copyrights and applications for copyright, together with the underlying works of authorship (including titles), whether or not the underlying works of authorship have been published and whether said copyrights are statutory or arise under the common law, and whether registered or unregistered, and all other rights and works of authorship, all rights, claims and demands in any way relating to any such copyrights or works, including royalties and rights to sue for past, present or future infringement, and all rights of renewal and extension of copyright, and all licenses in respect of any of the rights identified in this clause (a)(ii) and all income and royalties with respect to any such licenses; (iii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the rights identified in this clause (a)(iii) and all income and royalties with respect to any licenses, whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof; (iv) all regulatory approvals, consents, permits, licenses and applications in respect of any of the foregoing and all supporting documentation, books and records relating to any of the foregoing; and (v) all trade secrets, trade dress, trade styles, logos, other sources of business identifiers, mask-works, mask-work registrations, mask-work applications, software, confidential information, the benefit of confidentiality agreements or non-disclosure agreements, customer lists, license rights (whether or not in respect of any of the rights identified in this clause (a)), advertising materials, operating manuals, methods, processes, know-how, algorithms, formulae, databases, quality control procedures, product, service and technical specifications, operating, production and quality control manuals, sales literature, drawings, specifications, blueprints, descriptions, inventions, name plates and catalogs (the foregoing rights and interests, collectively, the “Intellectual Property Rights”) and including, without limitation, those Intellectual Property Rights listed, from time to time, on the Exhibits to this Agreement;

(b) the entire goodwill of or associated with the businesses now or hereafter conducted by the Company connected with and symbolized by any of the aforementioned properties and assets;

(c) all general intangibles and all intangible intellectual or other similar property of the Company of any kind or nature and not otherwise described above; and

(d) all products and proceeds at any time of any and all of the foregoing including products of products and proceeds of proceeds.

3. Future Rights. If and when the Company will obtain rights to any new Intellectual Property Rights, or obtain rights or benefits with respect to any reissue, division, continuation, renewal, extension or continuation-in-part of any Intellectual Property Rights, or any improvement of any Intellectual Property Rights, which Intellectual Property Rights if existing at the date hereof would be within the scope of Section 2, the provisions of Section 2 will automatically apply thereto. The Company will give to the Collateral Agent prompt notice of any registrations or applications the Company may make or obtain to register any Intellectual Property Rights. The Company will do all things reasonably deemed necessary or advisable by the Collateral Agent to ensure the validity, perfection, priority and enforceability of the security interests of the Collateral Agent in such future acquired Intellectual Property Collateral. The Company hereby authorizes the Collateral Agent, as its attorney in fact (with power of substitution), to modify, amend, or supplement the Exhibits hereto and to reexecute this Agreement from time to time on the Company’s behalf and as its attorney-in-fact to include any such future Intellectual Property Collateral and to cause such reexecuted Agreement or such modified, amended or supplemented Exhibits to be filed with the PTO or Copyright Office as applicable.

4. Secured Party's Duties. Notwithstanding any provision contained in this Agreement, the Collateral Agent will have no duty to exercise any of the rights, privileges or powers afforded to it and will not be responsible to the Company or any other person or entity for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by the Collateral Agent hereunder or in connection herewith, the Collateral Agent will have no duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Intellectual Property Collateral.

5. Collateral Agent's Rights and Remedies. The Collateral Agent will have all rights and remedies available to it under this Agreement, the Note Purchase Agreement, each other Transaction Document and applicable law with respect to the security interests in any of the Intellectual Property Collateral. The Company agrees that such rights and remedies include, but are not limited to, the right of the Collateral Agent as a secured party to sell or otherwise dispose of the Intellectual Property Collateral pursuant to the UCC. This Agreement has been granted in conjunction with the security interest granted to the Collateral Agent under the Note Purchase Agreement. The rights and remedies of the Collateral Agent with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Note Purchase Agreement, all terms and provisions of which are incorporated herein by reference.

6. Successors. The benefits and burdens of this Agreement will inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties; provided that the Company may not transfer any of the Intellectual Property Collateral or any rights hereunder, without the prior written consent of the Collateral Agent (with the consent of the Supermajority Lenders), except as specifically permitted under the Note Purchase Agreement.

7. Amendment; No Conflict. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 3 of this Agreement. To the extent that any provision of this Agreement conflicts with any provision of the Note Purchase Agreement, the provision giving the Collateral Agent and the Lenders greater rights or remedies will govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to the Collateral Agent and the Lenders under the Note Purchase Agreement.

8. Governing Law. THIS AGREEMENT WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA.

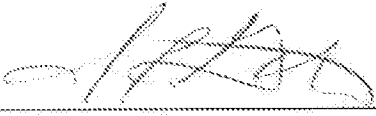
9. Counterparts. This Agreement may be executed in one or more counterparts, including counterparts transmitted by facsimile or electronic transmission, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

“Borrower”

SENSAGE, INC., A CALIFORNIA CORPORATION

By: 

Joseph P. Gottlieb
President and Chief Executive Officer

Address: 1400 Bridge Parkway, Suite 202
Redwood City, CA 94065

With copy to: Matthew R. Gemello
Baker & McKenzie LLP
660 Hansen Way
Palo Alto, CA 94304-1044

“Collateral Agent”

CANAAN EQUITY III L.P.

By: Canaan Equity Partners III LLC
its General Partner

By: _____
Name: _____
Title: _____

Address: 2765 Sand Hill Road
Menlo Park, CA 94025

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

"Borrower"

SENSAGE, INC., A CALIFORNIA CORPORATION

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660 Hansen Way
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"Collateral Agent"

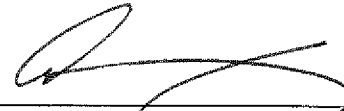
CANAAN EQUITY III L.P.

By: Canaan Equity Partners III LLC
its General Partner

By:

Name:

Title:



Eric A. Young
member/manager

Address: 2765 Sand Hill Road
Menlo Park, CA 94025

EXHIBIT A

U.S. Patents (or Patent Applications) of Company

Title	Application No. / Registration No. / Serial No.	Filing Date	Status
Storage of row-column data	7,024,414	08/06/2001	Issued 04/04/2006
Transactional Indexed File System for Row Column Data	10/703,267	11/07/2003	On appeal

EXHIBIT B

Registered Trademarks of Company

Registration No.	Registration Date	Mark	Country of Filing
3,011,351	11/01/2005	SENSAGE	USA
5272491	10/09/2009	SENSAGE	JAPAN

EXHIBIT C

U.S. Pending Trademark Applications of Company

None.

EXHIBIT D

Copyright/Mask-PCT Authority Registrations of Company

None.