

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Intellectual Property Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Selectica, Inc.		09/27/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bridge Bank, National Association		
Street Address:	55 Almaden Blvd., Suite 100		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	A National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3731262	SELECTICA	
Registration Number:	3738709	SELECTICA	
CORRESPONDENCE DATA			
Fax Number:	(949)720-0182		
Phone:	949-224-6428		
Email:	Trademark@Buchalter.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:	Farah P. Bhatti		
Address Line 1:	18400 Von Karman Ave., Suite 800		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	B7285-0201		
NAME OF SUBMITTER:	Farah P. Bhatti, Esq.		
Signature:	/Farah P. Bhatti, Esq./		

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**TRADEMARK
 REEL: 004637 FRAME: 0691**

Date:

10/06/2011

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 27, 2011, (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and SELECTICA, INC., a Delaware corporation ("Grantor"), is made with reference to the Business Financing Agreement, dated as of even date herewith (as amended from time to time, the "Financing Agreement"), between Lender and Grantor. Terms defined in the Financing Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) 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registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights,

Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Financing Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

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

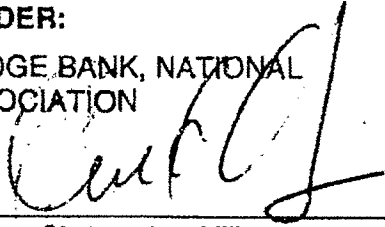
GRANTOR:

SELECTICA, INC.,
a Delaware corporation

By: 
Name: Todd A. Spartz
Title: Chief Financial Officer

LENDER:

BRIDGE BANK, NATIONAL
ASSOCIATION

By: 
Name: Christopher Hill
Title: Vice President

Address for Notices:

Attn: Todd A. Spartz
1740 Technology Drive Ste 460
San Jose, CA 95110
Fax: (408) 570-9705

Address for Notices:

Attn: Lee Shodiss
55 Almaden Blvd. Ste. 100
San Jose, CA 95113
Tel: (408) 423-8500
Fax:(408) 423-8510

Signature Page to Intellectual Property Security Agreement

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

EXHIBIT B
TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>Serial Number:</u>	<u>Registration Number:</u>	<u>UPTO Reference Number:</u>	<u>Filing Date:</u>
ACE	1031186	551859 (Canada)	N/A	10/5/99
SELECTICA	1031185	563060 (Canada)	N/A	10/5/99
SELECTICA	001331651	1331651 (European Community)	N/A	10/1/99
SELECTICA	77/750188		3731262	6/2/09
SELECTICA	77/532829		3738709	7/28/08

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>
Method for Generating and Updating Knowledge-Based Configurators that are Multi Platform	6049822	08/962,594	Issued	4/11/2000
Method for Merging Multiple Knowledge Bases into one Optimized and Compressed Knowledge Base	6205446	09/037,398	Issued	3/20/2001
Improved Model for Publishing Selection and Configuration Application on the Internet	6233609	09/199,136	Issued	5/15/2001
Method and Apparatus for Use of an Application State Storage System in Interacting With On-Line Servers	6535913	09/811,249	Issued	3/18/2003
Method for Merging Multiple Knowledge	6480859	09/770,938	Issued	11/12/2002

Bases into one Optimized and Compressed Knowledge Base				
Improved Model for Publishing Selection and Configuration Application on the Internet	6460077	09/791,287	Issued	10/1/2002

BN 10005185v2