

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	Trademark Security Agreement												
CONVEYING PARTY DATA													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>CALYPSO TECHNOLOGY, INC.</td> <td></td> <td>10/14/2011</td> <td>CORPORATION: DELAWARE</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	CALYPSO TECHNOLOGY, INC.		10/14/2011	CORPORATION: DELAWARE					
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CALYPSO TECHNOLOGY, INC.		10/14/2011	CORPORATION: DELAWARE										
RECEIVING PARTY DATA													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>WELLS FARGO CAPITAL FINANCE, LLC, as Agent</td> </tr> <tr> <td>Street Address:</td> <td>2450 Colorado Avenue, Suite 3000W</td> </tr> <tr> <td>City:</td> <td>Santa Monica</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>90404</td> </tr> <tr> <td>Entity Type:</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </table>	Name:	WELLS FARGO CAPITAL FINANCE, LLC, as Agent	Street Address:	2450 Colorado Avenue, Suite 3000W	City:	Santa Monica	State/Country:	CALIFORNIA	Postal Code:	90404	Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	
Name:	WELLS FARGO CAPITAL FINANCE, LLC, as Agent												
Street Address:	2450 Colorado Avenue, Suite 3000W												
City:	Santa Monica												
State/Country:	CALIFORNIA												
Postal Code:	90404												
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE												
PROPERTY NUMBERS Total: 3													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 20%;">Property Type</th> <th style="width: 20%;">Number</th> <th style="width: 60%;">Word Mark</th> </tr> <tr> <td>Registration Number:</td> <td>2769418</td> <td>CALYPSO</td> </tr> <tr> <td>Registration Number:</td> <td>3537122</td> <td>CODEFARM</td> </tr> <tr> <td>Registration Number:</td> <td>3385472</td> <td>GALAPAGOS</td> </tr> </table>	Property Type	Number	Word Mark	Registration Number:	2769418	CALYPSO	Registration Number:	3537122	CODEFARM	Registration Number:	3385472	GALAPAGOS	
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Registration Number:	2769418	CALYPSO											
Registration Number:	3537122	CODEFARM											
Registration Number:	3385472	GALAPAGOS											
CORRESPONDENCE DATA													
Fax Number: (213)627-0705 Phone: 213.683.5698 Email: MinetteTayco@paulhastings.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: Minette M. Tayco Address Line 1: 515 S. Flower St., 25th Floor Address Line 2: Paul Hastings LLP Address Line 4: Paul Hastings LLP, CALIFORNIA 90071													
ATTORNEY DOCKET NUMBER:	WF/CALYPSO(73896.124): TR												
NAME OF SUBMITTER:	Minette M. Tayco												

900204681

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Signature:	/Minette M. Tayco/
Date:	10/14/2011
Total Attachments: 6 source=WFCF_Calypso - Fully Executed Trademark Security Agreement#page1.tif source=WFCF_Calypso - Fully Executed Trademark Security Agreement#page2.tif source=WFCF_Calypso - Fully Executed Trademark Security Agreement#page3.tif source=WFCF_Calypso - Fully Executed Trademark Security Agreement#page4.tif source=WFCF_Calypso - Fully Executed Trademark Security Agreement#page5.tif source=WFCF_Calypso - Fully Executed Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 14th day of October, 2011, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company (“WFCF”), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of October 14, 2011 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among Calypso Technology, Inc., a Delaware corporation, as borrower (“Borrower”), the lenders party thereto as “Lenders” (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a “Lender”), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of October 14, 2011 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.


7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

CALYPSO TECHNOLOGY, INC.,
a Delaware corporation

By: 
Name: Mark Robinson
Title: CEO



11/13/11

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004641 FRAME: 0913

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE, LLC,
a Delaware limited liability company

By: 

Name: David R. Brooks

Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004641 FRAME: 0914

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Calypso Technology, Inc.	Australia	CALYPSO	1257703	18-Aug-2008
Calypso Technology, Inc.	Brazil	CALYPSO	829956310	23-Nov-2010
Calypso Technology, Inc.	Brazil	CALYPSO	829956298	10-Sep-2008
Calypso Technology, Inc.	China (People's Republic)	CALYPSO	6343605	26-Oct-2007
Calypso Technology, Inc.	European Community	CALYPSO	2627503	20-Aug-2003
Calypso Technology, Inc.	Hong Kong	CALYPSO	300970173	19-May-2008
Calypso Technology, Inc.	India	CALYPSO	1619143	06-Nov-2007
Calypso Technology, Inc.	Japan	CALYPSO	4763795	16-Apr-2004
Calypso Technology, Inc.	Russian Federation	CALYPSO	2011709625	31-Mar-2011
Calypso Technology, Inc.	Singapore	CALYPSO	T08/11133G	15-Aug-2008
Calypso Technology, Inc.	South Africa	CALYPSO	2008/19022	18-Aug-2008
Calypso Technology, Inc.	South Africa	CALYPSO	2008/19021	14-Aug-2008
Calypso Technology, Inc.	United Arab Emirates	CALYPSO	128061	09-Apr-2009
Calypso Technology, Inc.	United Arab Emirates	CALYPSO	128062	09-Apr-2009
Calypso Technology, Inc.	United States of America	CALYPSO	2769418	30-Sep-2003
Calypso Technology, Inc.	United States of America	CODEFARM	3537122	25-Nov-2008
Calypso Technology, Inc.	United States of America	GALAPAGOS	3385472	19-Feb-2008