

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
SERVICEMESH INC.		10/11/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Serial Number:	77846877	SERVICEMESH
Serial Number:	77864271	CLOUDFACTORY
Serial Number:	77912392	AGILITY
Serial Number:	77912368	AGILITY CENTERPOINT
Serial Number:	77912354	AGILITY MANAGER
Serial Number:	77912317	AGILITY PLANNER
Serial Number:	77912342	AGILITY FACTORY
Serial Number:	85027782	LIQUID IT
Serial Number:	85027801	LIQUID DESKTOP
Serial Number:	85027822	UNIFIED LIQUID DESKTOP
Serial Number:	85050640	LIQUIDITI
Serial Number:	85053246	LIQUIBLOCK
Serial Number:	85053276	LIQUIPOD

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Serial Number:	85031303	ROBOOPS
Serial Number:	85391188	AGILITY STORE
Serial Number:	85027837	LIQUID WORKSPACE
Serial Number:	85235048	LIQUID DESK

CORRESPONDENCE DATA

Fax Number: (919)354-1278
Phone: 919-314-3086
Email: loandocsdept@square1bank.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
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:	10/14/2011

Total Attachments: 5
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 11, 2011 by and between SQUARE 1 BANK ("Bank") and SERVICEMESH 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, SERVICEMESH HOLDING COMPANY, LLC 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 to 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:

SERVICEMESH INC.

233 Wilshire Blvd
Santa Monica, CA 90410

By: 

Attn: Chief Executive Officer

Title: Chief Financial Officer

BANK:

Address of Bank:

SQUARE 1 BANK

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

By: 

Title: TVP

Attn: Manager

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
CLOUD COMPUTING GATEWAY, CLOUD COMPUTING HYPERVISOR, AND METHODS FOR IMPLEMENTING SAME -- U.S. filed, published and pending. (Priority date of 6/19/2008)	12/488,424	6/19/2009
CLOUD COMPUTING GATEWAY, CLOUD COMPUTING HYPERVISOR, AND METHODS FOR IMPLEMENTING SAME -- filed and pending. PCT -- Australia filing.	2009259876	6/19/2009
CLOUD COMPUTING GATEWAY, CLOUD COMPUTING HYPERVISOR, AND METHODS FOR IMPLEMENTING SAME -- filed and pending. PCT - European Patent Convention filing	09767882.5	6/19/2009
CLOUD COMPUTING GATEWAY, CLOUD COMPUTING HYPERVISOR, AND METHODS FOR IMPLEMENTING SAME -- filed and pending. PCT - India filing.	253/DELNP/2011	6/19/2009
CLOUD COMPUTING GATEWAY, CLOUD COMPUTING HYPERVISOR, AND METHODS FOR IMPLEMENTING SAME -- filed and pending. PCT - Singapore filing.	201009380-5	6/19/2009
SYSTEM AND METHOD FOR A CLOUD COMPUTING ABSTRACTION LAYER -- U.S. filed and pending. (Priority date of 6/19/2010)	13/009,774	1/19/2011
SYSTEM AND METHOD FOR A CLOUD COMPUTING ABSTRACTION LAYER -- PCT/preservation filed.	PCT/US2011/021741	1/19/2011
SYSTEM AND METHOD FOR CLOUD COMPUTING -- U.S. provisional application filed and pending.	61/434,396	1/19/2011

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
ServiceMesh	4003075	7/26/2011
CloudFactory	77864271	11/3/2009
Agility	77912392	1/14/2010
Agility CenterPoint	77912368	1/14/2010
Agility Manager	77912354	1/14/2010
Agility Planner	77912317	1/14/2010
Agility Factory	77912342	1/14/2010
Liquid IT	85027782	4/30/2010
Liquid Desktop	85027801	4/30/2010
Liquid Workspace	85027837	4/30/2010
Unified Liquid Desktop	85027822	4/30/10
Liquiditi	85050640	5/28/10
LiquiBlock	85053246	6/2/2010
LiquiPod	85053276	6/2/2010
Roboops	85031303	5/5/2010
Agility Store	85391188	8/3/2011
Liquid Desk	85235048	2/5/2011