

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
	IASTA.COM, INC.		02/08/2012	CORPORATION: INDIANA
	IASTA EXPORT CORPORATION		02/08/2012	CORPORATION: DELAWARE
	IASTA RESOURCES, INC.		02/08/2012	CORPORATION: INDIANA
RECEIVING PARTY DATA				
Name:	SILICON VALLEY BANK			
Street Address:	3003 Tasman Drive			
City:	Santa Clara			
State/Country:	CALIFORNIA			
Postal Code:	95054			
Entity Type:	CORPORATION: CALIFORNIA			
PROPERTY NUMBERS Total: 6				
	Property Type	Number	Word Mark	
	Registration Number:	2927890	IASTA	
	Registration Number:	3356270	SMARTSOURCE	
	Registration Number:	3420681	SMARTANALYTICS	
	Registration Number:	3693608	SMARTCONTRACTS	
	Registration Number:	3648950	SMAROPTIMIZATION	
	Registration Number:	3876708	SMARTSUPPLIER	
CORRESPONDENCE DATA				
Fax Number:	(858)550-6420			
Phone:	858-550-6403			
Email:	erin.obrien@cooley.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:	Erin O'Brien			
Address Line 1:	c/o Cooley LLP			

CH \$165.00 2927890

Address Line 2: 4401 Eastgate Mall
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	194491-1438 IASTA
NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	02/10/2012

Total Attachments: 7
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **Intellectual Property Security Agreement** is entered into as of the Effective Date by and between **SILICON VALLEY BANK** ("Bank") and each of IASTA.COM, INC., an Indiana corporation, IASTA EXPORT CORPORATION, a Delaware corporation, and IASTA RESOURCES, INC., an Indiana corporation (collectively, "Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated February 8, 2012 (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, Patents, and Mask Works 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, 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, Trademarks and Mask Works listed on Schedules A, B, C, and D 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.

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:

12800 North Meridian Street, Suite 425
Carmel, IN 46032

Attn: Todd Epple

IASTA.COM, INC.

By: Todd Epple

Title: CEO

IASTA EXPORT CORPORATION

By: Todd Epple

Title: CEO

IASTA RESOURCES, INC.

By: Todd Epple

Title: CEO

BANK:

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

SILICON VALLEY BANK

By: _____

Title: _____

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.

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:

12800 North Meridian Street, Suite 425
Carmel, IN 46032

Attn: Todd Epple

IASTA.COM, INC.

By: _____

Title: _____

IASTA EXPORT CORPORATION

By: _____

Title: _____

IASTA RESOURCES, INC.

By: _____

Title: _____

BANK:

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

SILICON VALLEY BANK

By: William Deenen

Title: Relationship Manager

**Exhibit A
COPYRIGHTS**

Description	Registration Number	Registration Date
Iasta has a copyright for its SmartSource software suite, however, such software suite is not registered with the United States Copyright Office.	N/A	N/A

**Exhibit B
PATENTS**

Description	Patent/Application Number	Issue/Application Date
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**Exhibit C
TRADEMARKS**

Description	Registration/Serial Number	Registration/ Application Date
IASTA	2927890	12-19-2003
SmartSource	3356270	5-30-2006
SmartAnalytics	3420681	8-16-2006
SmartContracts	3693608	10-6-2009
SmartOptimization	3648950	6-30-2009
SmartSupplier	3876708	11-16-2010

Iasta is claiming a common law trademark in the following marks:

Cloud Sourcing	N/A	N/A
SmartServices	N/A	N/A
SmartDesk	N/A	N/A

**Exhibit D
MASK WORKS**

Description	Registration/ Application Number	Registration/ Application Date
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