

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
HARMONY INFORMATION SYSTEMS, INC.		12/13/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	COMERICA BANK
Street Address:	39200 SIX MILE ROAD
Internal Address:	M/C 7578
City:	LIVONIA
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	BANKING ASSOCIATION: TEXAS

PROPERTY NUMBERS Total: 9		
Property Type	Number	Word Mark
Serial Number:	78473264	HARMONY
Serial Number:	76595212	
Serial Number:	76595211	
Serial Number:	76595209	HARMONY
Serial Number:	76595214	HARMONY
Serial Number:	76595210	HARMONYIS
Serial Number:	76595208	HARMONY INFORMATION SYSTEMS, INC.
Serial Number:	76595213	HARMONY
Serial Number:	75810409	HARMONY

CORRESPONDENCE DATA	
Fax Number:	(858)638-5016
Phone:	8586771416
Email:	lisa.ortiz@dlapiper.com

CH \$240.00 78473264

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: DLA PIPER LLP (US)
Address Line 1: ATTN: LISA ORTIZ
Address Line 2: 4365 EXECUTIVE DRIVE, SUITE 1100
Address Line 4: SAN DIEGO, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	329034-000315
NAME OF SUBMITTER:	TROY ZANDER
Signature:	/S/ TROY ZANDER
Date:	02/27/2012

Total Attachments: 5
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 13, 2011 by and between COMERICA BANK ("Bank") and HARMONY INFORMATION SYSTEMS, 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, SYNERGY SOFTWARE TECHNOLOGIES INC. and Grantor dated as of the date hereof (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 under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and 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.

Address of Grantor:

12120 Sunset Hills Rd, Ste 500
Reston, VA 20190

Attn: Chief Executive Officer

GRANTOR:

HARMONY INFORMATION SYSTEMS, INC.

By: 

Title: CEO

Address of Bank:

75 East Trimble Road, M/C 4770
San Jose, California 95131
Attn: Manager

BANK:

COMERICA BANK

By: 

Title: VP

EXHIBIT A

Copyrights

	<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
	None.		

EXHIBIT B

Patents

<u>Description</u>	<u>Patent Application No./Issued Patent No.</u>	<u>Date</u>
US Patent – Configurable Software Application	7,926,030 B1	10/2/06

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
HARMONY	78473264	8/25/04
(DESIGN)	76595212	6/2/04
(DESIGN)	76595211	6/2/04
HARMONY	76595209	6/2/04
HARMONY	76595214	6/2/04
HARMONYIS	76595210	6/2/04
HARMONY INFORMATION SYSTEMS, INC.	76595208	6/2/04
HARMONY	76595213	5/17/05
HARMONY	75810409	10/21/99