

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
Silverback Two Canada Merger Corporation		02/10/2012	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	300 W. Sixth St.		
Internal Address:	Suite 1300		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	a Texas banking association: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3281546	TENROX	
Registration Number:	3286317	EMPOWER YOUR PROJECT WORKFORCE	
CORRESPONDENCE DATA			
Fax Number:	(734)930-2494		
Phone:	734-761-3780		
Email:	asujek@bodmanlaw.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:	Angela Alvarez Sujek - Bodman PLC		
Address Line 1:	201 South Division, Ste. 400		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
NAME OF SUBMITTER:	Angela Alvarez Sujek		
Signature:	/Angela Alvarez Sujek/		

OP \$65.00 3281546

Date:

03/12/2012

Total Attachments: 5

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Borrower)**

This Intellectual Property Security Agreement is entered into as of February 10, 2012, by and between COMERICA BANK ("Bank") and SILVERBACK TWO CANADA MERGER CORPORATION, a corporation constituted under the *Canada Business Corporations Act* ("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 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.

B. 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.

C. 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 Bank and Grantor, 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.

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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:

600 Boulevard Armand-Frappier
Laval, Quebec, Canada
H7V 4B4
Fax: (512) 721-1218

GRANTOR:

SILVERBACK TWO CANADA MERGER
CORPORATION

By: 

Name: JOHN T. McDONALD

Title: PRESIDENT

Address of Bank:

300 W. Sixth St.
Suite 1300
Austin, TX 78701
Attn: Megan Kirk
Fax: (512) 427-7178

BANK:

COMERICA BANK


Name: PAUL GREVLING

Title: Senior Vice President

[Signature Page to Intellectual Property Security Agreement (Borrower)]

EXHIBIT A

Copyrights

U.S. Registered:

Title	Reg. No.	Reg. Date
Professional services automation: optimizing project & service oriented organizations / Rudolf Melik, Ludwig Melik, Albert S. Bitton, Gus Berdebes, Ara Israilian.	488230	11/20/20000

Non-U.S. Registered:

Title	Reg. No.	Reg. Date
MARKITS	488230	11/20/20000

EXHIBIT B

Patents

None.

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EXHIBIT C

Trademarks

U.S. Registered:

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
TENROX (and Design)	77/024238	10/18/06	3,281,546	8/21/07
EMPOWER YOUR PROJECT WORKFORCE	78/936013	7/24/06	3,286,317	8/28/07

Non-U.S. Registered:

Registered Trademark	Applicant and/or Registered Owner	Jurisdiction	Date of Application	Date of Registration	Application Number	Registration Number
TENROX	Tenrox Inc.	European Union	13/11/2007	27/11/2008	n/a	006432579
TENROX	Tenrox Inc.	European Union	10/05/2005	01/04/2008	n/a	004386447
Tenrox + (logo)	Tenrox Inc.	Canada	13/10/2006	15/02/2008	1,320,161	TMA707,501
TENROX & Design	Tenrox Inc.	Canada	19/06/2001	09/01/2004	1,106,867	TMA598,992
Projeca & Design	Tenrox Inc.	Canada	19/06/2001	09/01/2004	1,106,866	TMA598,984
OPTIMIZE TODAY	Tenrox Inc.	Canada	19/06/2001	10/11/2003	1,106,865	TMA594,368
EMPOWER YOUR PROJECT WORKFORCE	Tenrox Inc.	Canada	13/10/2006	15/02/2008	1,320,160	TMA707,500
TENROX	Tenrox Inc.	India	●	●	●	●