

FORM PTO-1594
 COMMERCE
 (Rev. 07/05)
 OMB No. 0651-0027 (exp. 06/30/2008)

RECORDATION FORM COVER SHEET

United States Patent and Trademark Office

TRADEMARKS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
 Precise Software Solutions, Inc.
 3 Twin Dolphin Drive, Suite 350
 Redwood City, CA 94065

Individual(s) Association
 General Partnership Limited Partnership
 Corporation—State: DE
 Other

Additional name(s) of conveying parties attached? Yes No

2. Name and address of receiving party(ies):
 Additional name(s) of conveying parties attached? Yes No

Name: **Silicon Valley Bank**
 Internal Address:
 Street Address: **3003 Tasman Drive**
 City: **Santa Clara**
 State: **CA**
 Country: **USA**
 Zip: **95054**

3. Nature of conveyance/ Execution Date(s):
 Execution Date(s): **March 13, 2012**

Assignment Merger
 Security Agreement Change of Name
 Other :

Association Citizenship
 General Partnership Citizenship
 Limited Partnership Citizenship
 Corporation Citizenship : **United States, CA**
 Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark:

A. Trademark Application No.(s)	B. Trademark Registration No.(s)
	2523690 2672732 2652466 2852451
	3178183 2668008 2667145 2683064
	2470781 2559272 2592365 2632038
	2644182 2747474 3330388

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): Additional sheets attached? Yes No


5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **UCC Direct Services**
 Internal Address: **Attn: 14080632**
 Street Address: **187 Wolf Road, Suite 101**
 City: **Albany** State: **NY** ZIP: **12205**
 Phone Number: **1-800-342-3676 X 4065**
 Fax Number: **1-800-962-7049**
 Email Address: **cls-udsalbany@wolterskluwer.com**

6. Total number of applications and registrations involved: **16**

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): **\$ 415.00**
 Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:
 a. Credit Card Last 4 Numbers **1640**
 Expiration Date **10/13**
 b. Deposit Account Number
 Authorized User Name

9. Signature:  3/15/12
 Signature Date
Joseph D Borgman
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

FORM TMO-1594

COMMERCE

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4772730 2644182 2747474 3330388

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Street Address: 187 Wolf Road, Suite 101
City: Albany State: NY ZIP: 12205
Phone Number: 1-800-342-3676 X 4065
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OP \$415.00 2523690

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Second Amendment Effective Date by and between SILICON VALLEY BANK, as Agent ("Secured Party") and PRECISE SOFTWARE SOLUTIONS, INC. ("Grantor").

RECITALS

A. Secured Party is Agent for Lenders who have made certain advances of money and extended certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Secured Party, Lenders and Grantor dated the Effective Date (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). The Loan Agreement requires that Grantor grant to Secured Party 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 Secured Party 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 Secured Party a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (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 Secured Party under the Loan Agreement. The rights and remedies of Secured Party 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 Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party 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 Secured Party 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 Secured Party, 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.

Address of Grantor:

3 Twin Dolphin Drive, Suite 350
Redwood Shores, CA 94065

Attn: AMIR AMERI

GRANTOR:

PRECISE SOFTWARE SOLUTIONS, INC.

By: 

Title: CTO

Address of Secured Party:

2400 Hanover Street
Palo Alto, CA 94304

Attn: Nick Tsagkas

SECURED PARTY:

SILICON VALLEY BANK, as Agent

By: 

Title: Relationship Manager

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	
<u>Patent Title</u>	<u>PTO Serial Number</u>	<u>Filing Date</u>	<u>Status</u>
Workflow for Performance Management Methodology	10/749,364 & 7,210,073	12/31/2003	Issued
Object-Level Database Performance Management	10/750,346	12/31/2003	Issued
A Method of Monitoring Network and Application Performance by Analyzing Web Clients and Web Servers #1	10/930,481	8/31/2004	Issued
Optimized Instrumentation of Web Pages for Performance Management	10/740,162	12/18/2003	Issued
Method System and Computer Readable Code for Instrumenting Code for Logging Database Related Strings	11/295,535 & XX/702,642	12/7/2005	Issued
Apparatus, Method, and Computer-Code for detecting changes in multi-protocol software component for remote file distribution and remote code execution having a generic client-side interface	7/634,459 & 11/560,391	11/16/2006	Issued
Quantifying Index Overhead	12/188,181	8/6/2008	Issued
Application Object Tuning	12/188,179	8/6/2008	Issued
Apparatus, Method, and Computer Readable Medium for Identifying and Quantifying Database Disk-Sort Operations OR Identify and Quantify Sort on Disk Instead Of In Memory	12/187,446	8/7/2008	Issued
Object Level Database Performance Management	12/475/293	5/29/2009	Filed/In Prosecuti
Tracking Table and Index Partition Usage In An Oracle Database	12/188,091	8/7/2008	Issued
Performance-Monitoring of Web Applications in a Proxy-Containing System	11/549/69	Oct-05	Filed/In Prosecuti
Performance-Monitoring of Web Applications in a Proxy-Containing System	11/549,659	10/16/2006	Filed/In Prosecuti
A Tool for Database Tuning Using Non-Key Columns of a Non-Cluster Index	11/611,873	12/17/2006	Filed/In Prosecuti
A Method of Monitoring Network and Application Performance by Analyzing Web Clients and Web Servers #2	12/958,740	12/2/2010	Filed/In Prosecuti

EXHIBIT B
Patents Continued

Patent Title	PTO Serial Number	Filing Date	Status
Dynamic Storage Blocks Tiering (EMC related)	61/298,849	1/27/2010	Filed/in Prosecuti
Dynamic Storage Blocks Tiering (EMC related)	PCTUS2011/022607	1/26/2011	Filed/in Prosecuti
Object Level Database Performance Management	12/475/293	5/29/2009	Filed/in Prosecuti

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

Mark	Status	Serial No.	Filing Date	Registration Number	Registration Date	Classes
Accelerating E Business	Registered	76/101,044	8/1/2000	2,523,690	12/25/2001	9
Performance	Registered	3178183	5/22/2003	3178183	4/19/2005	9, 16, 42
I3	Registered	75/039,028	1/2/1996	2,470,781	7/24/2001 or 5/21/2004	9, 16, 42
IMPACT/SQL	Registered	2003-42010	5/22/2003	4772730	5/21/2004	9
INDEPTH	Registered	76/057,314	5/25/2000	2,672,732	1/7/2003	9
Performance is our Business	Registered	76/193,247	1/12/2001	2,668,008	12/31/2002	9
Performance Warehouse	Registered	75/593,050	11/23/1998	2,559,272	4/9/2002	9
Precise Enterprise	Registered	76/230,584	3/26/2001	2,644,182	4/9/2002 or 10/29/2002	9
Precise I3	Registered	76/096,222	7/25/2000	2,652,466	11/19/2002	9
Precise/Foresight	Registered	76/246,134	4/25/2001	2,667,145	12/24/2002	9
Precise/Indepth	Registered	75/898/597	1/19/2000	2,592,365	7/9/2002	9
Precise/Insight	Registered	75/464,331	4/8/1998	2,747,474	8/5/2003	9
Precise/Pulse I	Registered	76/361,150	1/23/2002	2,852,451	6/15/2004	9
Precise/Savant	Registered	76/361,151	1/23/2002	2,683,064	2/4/2003	9
Precise/Savvy	Registered	75/407,542	12/18/1997	2,632,036	10/8/2002	9
Smartune	Registered					
Precise Software	Supplemental	77/848,869	10/18/2009	Pending	Pending	
I3	Pending	78/252,326	5/20/2003	Pending	Pending	9
INDEPTH	Pending	3178217	5/22/2003	Pending	Pending	9
INDEPTH	Pending	78/252,331	5/20/2003	3,330,388	11/6/2007	9
Precise Software-Europe	Pending		10/18/2009	Pending	Pending	9

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date