

## 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
Jitterbit, Inc.		05/11/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Montage Capital II, L.P.		
Street Address:	19925 Stevens Creek Blvd., Suite 100		
Internal Address:	Attn: Mike Rose		
City:	Cupertino		
State/Country:	CALIFORNIA		
Postal Code:	95014		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3406963	JITTERBIT	
Registration Number:	3327121	JITTERBIT	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	201593		
NAME OF SUBMITTER:	Jean Paterson		
Signature:	/jep/		

CH \$65.00 3406963

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Date:

05/14/2012

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 11, 2012 by and among Montage Capital II, L.P., a Delaware limited partnership ("Lender") and JITTERBIT, INC., a Delaware company ("Borrower").

### RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and between Lender and Borrower dated of even date herewith (as amended from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender a security interest in all of Borrower's right, title and interest in, its intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto) and 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. Borrower represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower 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.

[Signature page follows.]


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.

**BORROWER:**

Address of Borrower:

1 Kaiser Plaza, Suite 701  
Oakland, CA 94612  
Attn: George Gallegos, CEO

JITTERBIT, INC.

By:   
Name: George Gallegos  
Title: CEO

**LENDER:**

Address of Lender:

19925 Stevens Creek Blvd., Suite 100  
Cupertino, CA 95014  
Attn: Mike Rose

MONTAGE CAPITAL II, L.P.

By: Montage Capital Management II, LLC, its General Partner

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Managing Director

TRADEMARK

REEL: 004778 FRAME: 0787

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.

**BORROWER:**

Address of Borrower:

JITTERBIT, INC.

1 Kaiser Plaza, Suite 701  
Oakland, CA 94612  
Attn: George Gallegos, CEO

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

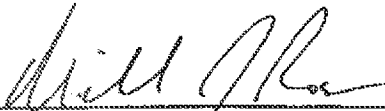
**LENDER:**

Address of Lender:

MONTAGE CAPITAL II, L.P.

By: Montage Capital Management II, LLC, its General Partner

19925 Stevens Creek Blvd., Suite 100  
Cupertino, CA 95014  
Attn: Mike Rose

By:  \_\_\_\_\_

Name: MICHAEL J. ROSE

Title: Managing Director

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>

**EXHIBIT B**

Patents

<u>Description</u>	<u>Patent/ Serial Number</u>	<u>Issue /Application Date</u>

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
JITTERBIT	3,406,963	April 1, 2008
JITTERBIT	3,327,121	October 30, 2007