

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
CENTRIC SOFTWARE, INC.		06/11/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	TRIPLEPOINT CAPITAL LLC		
Street Address:	2755 SAND HILL ROAD, SUITE 150		
City:	MENLO PARK		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2625426	CENTRIC SOFTWARE	
CORRESPONDENCE DATA			
Fax Number:	4155911400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(415) 591-1000		
Email:	tsien@winston.com		
Correspondent Name:	Ted Sien		
Address Line 1:	101 California Street, Suite 3900		
Address Line 2:	Winston & Strawn LLP		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	250121.1 (CENTRIC)		
NAME OF SUBMITTER:	JOHN D. FREDERICKS, ESQ.		
Signature:	/JOHN D. FREDERICKS, ESQ./		

Date:

07/02/2012

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **Intellectual Property Security Agreement** is dated as of June 11, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), by and among Centric Software, Inc., a California corporation ("**Grantor**"), and TRIPLEPOINT CAPITAL LLC, a Delaware limited liability company ("**Lender**").

Grantor and Lender have entered into a Loan and Security Agreement dated as of June 11, 2012 (together with amendments, supplements, extensions and exhibits, collectively the "**Loan Agreement**"). Capitalized terms or matters of construction defined or established in the Loan Agreement shall be applied herein as defined or established therein. Pursuant to the Loan Agreement, Grantor has granted to Lender a lien on and a security interest in all the present and future rights, title, and interest that Grantor may now have or hereafter acquire in all Patents, Trademarks, Copyrights, Patent Licenses, Trademark Licenses, Copyright Licenses, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor and Lender hereby agree as follows:

1. GRANT OF SECURITY INTEREST

Grantor hereby grants to Lender a lien upon and continuing security interest in all of such Grantor's right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "**Intellectual Property Collateral**"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

Grantor hereby represents and warrants to Lender that **Schedules A, B and C** attached hereto set forth any and all intellectual property rights in connection to which such Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

2. LOAN AGREEMENT

This security interest is granted to secure the Secured Obligations under the Loan Agreement. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

3. LENDER'S RIGHT TO SUE

During the continuance of an Event of Default, subject to the terms of the Loan Agreement, Lender shall have the right, but shall in no way be obligated, to bring suit in Lender's own name to enforce any Grantor's rights in the Intellectual Property Collateral. If Lender commences any such suit, such Grantor shall, at Lender's request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Lender in such enforcement. Such Grantor shall promptly, upon demand, reimburse and indemnify Lender for all of Lender's costs and expenses, including reasonable attorneys' fees, related to Lender's exercise of the above mentioned rights.

4. FURTHER ASSURANCES

Grantor shall from time to time execute, deliver and obtain any instruments or documents as Lender may reasonably request, and take all further action that may be reasonably necessary or desirable, or that Lender may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Lender.

5. MODIFICATION

This Agreement can only be altered, amended or modified in a writing signed by Lender and Grantor. Notwithstanding the foregoing however, Grantor hereby irrevocably appoints Lender (and any of Lender's designated officers, agents or employees) as Grantor's true and lawful attorney to modify, in Lender's sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending **Schedules A, B and C** to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by such Grantor before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which Grantor no longer has or claims to have any right, title or interest. The appointment of Lender as Grantor's attorney in fact, and each and every one of Lender's rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Lender's obligation to provide credit extensions to Grantor is terminated.

6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE

This Agreement shall be binding upon Grantor and Grantor's respective successors and assigns, and shall inure to the benefit of Lender, and Lender's nominees and assigns.

The rights and remedies of Lender 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 Lender as a matter of law or equity. Each of the rights, powers and remedies of Lender provided for herein or in the Loan Agreement or any of the other 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 Lender of any one or more of the rights, powers or remedies provided for in this 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 Lender, of any or all other rights, powers or remedies.

7. GOVERNING LAW; COUNTERPARTS

This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

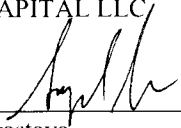
This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

(Signature Page to Follow)

IN WITNESS WHEREOF, Grantor and Lender have duly executed this Agreement as of the date first set forth above.

“Lender”

TRIPLEPOINT CAPITAL LLC

By:  _____
Sajal Srivastava
Chief Operating Officer

“Grantor”

CENTRIC SOFTWARE, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor and Lender have duly executed this Agreement as of the date first set forth above.

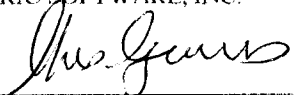
"Lender"

TRIPLEPOINT CAPITAL LLC

By: _____
Sajal Srivastava
Chief Operating Officer

"Grantor"

CENTRIC SOFTWARE, INC.

By:  _____
Name: CHRIS GRAVES
Title: (CEO TRIP)

SCHEDULE A

To Intellectual Property Security Agreement

PATENTS AND PATENT APPLICATIONS

Patents & Patent Applications

Title	App. No.	Filing Date	Reg. No.	Date Granted
Managing and unifying structured representations of product information	11/142164	5/31/2005	7,617,014	11/10/2009
Virtual three-dimensional display for product development	10/100288	3/14/2002	7,012,602	3/14/2006
Automatic transfer and expansion of application-specific data for display at a website	09/784495	2/15/2001	6,963,930	11/8/2005
Multi-threaded frame safe synchronization of a simulation	09/496563	2/2/2000	6,944,583	9/13/2005
Simulation program having generic attribute access schema	09/513488	2/25/2000	6,721,696	4/13/2004
Design tool for complex objects which links object structures of a design object in multiple design domains	08/408611	3/20/1995	5,664,180	9/2/1997
Method and System for Accessing and Managing Information	11/115052	4/26/2005	7,698,323	4/13/2010
Interactive Collection Book for Mobile Device	13/253950	10/5/2010	N/A	N/A
Mobile App for Design Management Framework-Provisional Patent Application	61/490047	5/25/11	N/A	N/A

SCHEDULE B

To Intellectual Property Security Agreement

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademarks

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
CENTRIC SOFTWARE	75/559764	9/25/1998	2,625,426	9/24/2002

SCHEDULE C

To Intellectual Property Security Agreement

COPYRIGHTS, COPYRIGHT APPLICATIONS AND COPYRIGHT REGISTRATIONS

Copyrights

Title	Reg. No.	Reg. Date
Centric innovation 1.2 (Application title: Centric team; Centric publisher; Centric web, et. al.)	TX5222135	2/6/2001