

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
Mortgage Cadence LLC		07/19/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4028280	FINALE	
Registration Number:	4023997	REPRISE	
Registration Number:	4015273	SYMPHONY	
Registration Number:	3993532	ORCHESTRATOR	
Registration Number:	3947688	OPUS	
Registration Number:	3947687	ACE	
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		

CH \$165.00 4028280

TRADEMARK

ATTORNEY DOCKET NUMBER:	282836
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	07/20/2012
Total Attachments: 4 source=7-20-12 Mortgage Cadence LLC - TM#page1.tif source=7-20-12 Mortgage Cadence LLC - TM#page2.tif source=7-20-12 Mortgage Cadence LLC - TM#page3.tif source=7-20-12 Mortgage Cadence LLC - TM#page4.tif	

**FIRST AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement (the "Amendment") is effective as of July 19, 2012 by and between **MORTGAGE CADENCE LLC**, a Delaware limited liability company with its chief executive office located at 999 18th Street, Suite 2300, Denver, Colorado 80202 (the "Grantor"), and **SILICON VALLEY BANK**, a California corporation, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 and with a loan production office located at 1999 Broadway, Suite 1200, Denver, Colorado 80802 (the "Bank") in consideration of the mutual covenants herein contained and benefits to be derived herefrom.

W I T N E S S E T H:

WHEREAS, the Grantor executed and delivered an Intellectual Property Security Agreement dated as of June 24, 2010 (as may be amended, hereinafter, the "IP Agreement") in favor of the Bank, pursuant to which the Grantor pledged, assigned and granted a security interest in favor of the Bank in certain Intellectual Property Collateral (as defined therein); and

WHEREAS, the Grantor has acquired additional Intellectual Property Collateral and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional Intellectual Property Collateral in favor of the Bank upon the terms of the IP Agreement.

NOW, THEREFORE, it is hereby agreed as follows:

1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the IP Agreement.
2. Amendment to Exhibits.
 - a. Exhibit C to the IP Agreement is hereby amended and supplemented by adding thereto all of the Intellectual Property Collateral as set forth on Exhibit A annexed hereto and incorporated herein by reference.
3. Miscellaneous:
 - a. Except as provided herein, all terms and conditions of the IP Agreement remain in full force and effect. The Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants therein contained.
 - b. This Amendment covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.
 - c. As required by the IP Agreement, the Grantor shall reimburse the Bank for the reasonable legal fees and expenses incurred in connection with the preparation and filing of this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and effective as of the date first written above.

GRANTOR:

MORTGAGE CADENCE LLC

By 

Name: Michael F. Donsiler

Title: ceo

BANK:

SILICON VALLEY BANK

By _____

Name: _____

Title: _____

EXHIBIT A

Mark Name	Registered Owner	Filed	Serial No.	Reg. No.	Federal/State
FINALE	Mortgage Cadence LLC	2/3/2011	85/233,928	4,028,280	Federal
REPRISE	Mortgage Cadence LLC	12/8/2010	85/192,875	4,023,997	Federal
SYMPHONY	Mortgage Cadence LLC	12/13/2010	85/196,414	4,015,273	Federal
ORCHESTRATOR	Mortgage Cadence LLC	12/10/2010	85/195,249	3,993,532	Federal
OPUS	Mortgage Cadence LLC	8/19/2010	85/111,424	3,947,688	Federal
ACE	Mortgage Cadence LLC	8/19/2010	85/111,420	3,947,687	Federal

Unregistered Marks (each owned by Mortgage Cadence LLC)

NETWORK MANAGEMENT
PARTNERS IN SOLUTIONS
MORTGAGE CADENCE, INC.
MORTGAGE CADENCE OPUS
MORTGAGE CADENCE HARMONY
ACE RULES ENGINE
MORTGAGE CADENCE CAPTIVUS
MORTGAGE CADENCE MEDLEY