

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
Power Advocate, Inc.		07/30/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bridge Bank, National Association
Street Address:	55 Almaden Boulevard, Suite 100
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95113
Entity Type:	National Association: CALIFORNIA

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	4107149	POWERADVOCATE
Registration Number:	4107148	POWERADVOCATE
Registration Number:	4064998	ENERGY INTELLIGENCE PLATFORM
Serial Number:	76708434	COST INTELLIGENCE
Serial Number:	76708433	SOURCING INTELLIGENCE
Serial Number:	76708432	SPEND INTELLIGENCE
Serial Number:	76708431	ENERGY INTELLIGENCE PLATFORM
Registration Number:	4004013	MARKET INTELLIGENCE
Registration Number:	3730358	SPEND INTELLIGENCE
Registration Number:	3759661	SOURCING INTELLIGENCE
Registration Number:	3759660	COST INTELLIGENCE
Registration Number:	3687906	POWERADVOCATE
Registration Number:	3690917	POWERADVOCATE

CORRESPONDENCE DATA

900229677

TRADEMARK
 REEL: 004831 FRAME: 0778

CH \$340.00 4107149

Fax Number: 4156932222
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 4156932440
Email: crhem@cooley.com
Correspondent Name: Cooley LLP
Address Line 1: 101 California Street, 5th Floor
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	305983-1074 POWER ADVOCAT
NAME OF SUBMITTER:	C. Rhem
Signature:	/CR/
Date:	07/30/2012

Total Attachments: 7
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 30, 2012 (the "Agreement") among BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and POWER ADVOCATE, INC., a Delaware corporation ("Grantor"), is made with reference to the Loan and Security Agreement, dated as of the date of this Agreement (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and


(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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 such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

POWER ADVOCATE, INC.

By: 
Name: Daniel P. Sullivan
Title: President

Address for Notices:

179 Lincoln Street
Boston, MA 02111

Attn: _____
FAX: _____

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

Address for Notices:

55 Almaden Boulevard, Suite 100
San Jose, California 95113

Attn: Dick Sweeney
FAX: (408) 282-1681

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

POWER ADVOCATE, INC.

By: _____

Name: _____

Title: _____

Address for Notices:

179 Lincoln Street
Boston, MA 02111

Attn: _____
FAX: _____

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By:  _____

Name: Christian Perkins

Title: Vice President

Address for Notices:

55 Almaden Boulevard, Suite 100
San Jose, California 95113


Attn: Dick Sweeney
FAX: (408) 282-1681

EXHIBIT B

TRADEMARKS

Please Check if No Trademarks Exist

**Canadian Trade-marks
of Power Advocate, Inc.**

Trade-mark	Serial/Reg. No.	Status	Security Interest
POWERADVOCATE	1,415,776/ TMA790,936	Registered	None
POWERADVOCATE & DESIGN 	1,415,779/ TMA790,937	Registered	None

**United States Trademarks and Service Marks
of Power Advocate, Inc.**

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>Filing Date</u>	<u>Registration Date</u>
POWER ADVOCATE & DESIGN	76/708,435	4,107,149	07/21/11	03/06/12
POWERADVOCATE	76/708,429	4,107,148	07/21/11	03/06/12
ENERGY INTELLIGENCE PLATFORM	76/697,720	4,064,998	06/02/09	12/06/11
COST INTELLIGENCE	76/708,434		07/21/11	
SOURCING INTELLIGENCE	76/708,433		07/21/11	
SPEND INTELLIGENCE	76/708,432		07/21/11	
ENERGY INTELLIGENCE PLATOFRM	76/708,431		07/21/11	
MARKET INTELLIGENCE	76/697,713	4,004,013	06/02/09	07/26/11
SPEND INTELLIGENCE	76/697,721	3,730,358	06/02/09	12/29/09
SOURCING INTELLIGENCE	76/697,719	3,759,661	06/02/09	03/16/10
COST INTELLIGENCE	76/697,712	3,759,660	06/02/09	03/16/10
POWER ADVOCATE & DESIGN	76/693,921	3,687,906	10/28/08	09/29/09

POWERADVOCATE	76/693,920	3,690,917	10/28/08	10/06/09
CONTRACT INTELLIGENCE	N/A	N/A	N/A	N/A
SUPPLIER INTELLIGENCE	N/A	N/A	N/A	N/A
POWERADVOCATE FORESIGHT	N/A	N/A	N/A	N/A

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Issue Date:</u>	<u>Application Number:</u>	<u>Application Date</u>
"SYSTEM AND METHOD FOR MODIFYING AN INDEX-BASED HIERARCHAL COST MODEL OF A COMPLEX SYSTEM"			Serial No. 13/135,408	filed July 5, 2011

*The inventors identified in United States Patent Application Serial No. 13/135,408 are Charles Christopher Whelan, Lu Jin, Joseph C. Levesque, Richard Paul Schuster, and Xiangjun Mai. Each inventor participated in the preparation and filing of the application, and executed a declaration of inventorship that has been filed in the United States Patent and Trademark Office ("USPTO"). Each inventor was an employee of Power Advocate, Inc. at the time the invention was conceived and brought to practice, and is contractually obligated to assign to Power Advocate, Inc. their entire right, title and interest in the invention described and claimed in the application. Power Advocate, Inc. has paid all costs associated with the preparation and filing of the application, and each inventor has granted power of attorney to Power Advocate, Inc.'s designated counsel to prosecute the application in the USPTO proceeding.