

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
LATTICE ENGINES, INC.		07/25/2012	CORPORATION: 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: 7			
Property Type	Number	Word Mark	
Serial Number:	85355344	GROUPODEX	
Serial Number:	85151700	VISIDB	
Serial Number:	85151693	VISIDB	
Serial Number:	85355340	FUNDPRISM	
Registration Number:	4027978	PLAYMAKER	
Registration Number:	4025125	LATTICE ENGINES	
Registration Number:	3970575	SALESPRISM	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	858-550-6403		
Email:	erin.obrien@cooley.com		
Correspondent Name:	Erin O'Brien		
Address Line 1:	c/o Cooley LLP		
Address Line 2:	4401 Eastgate Mall		

Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER: 194491-1370 LATTICE

NAME OF SUBMITTER: Erin O'Brien

Signature: /Erin O'Brien/

Date: 08/03/2012

Total Attachments: 13

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ADDENDUM TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **ADDENDUM TO INTELLECTUAL PROPERTY SECURITY AGREEMENT** is executed pursuant to, and is an addendum to, an Intellectual Property Security Agreement, dated June 9, 2009 between Assignor and Assignee. This Addendum to Intellectual Property Security Agreement is presented for recordation as constructive notice that Lattice Engines, Inc., a Delaware corporation ("Assignor"), with its principal office at 1825 South Grant Street, Suite 510, San Mateo, CA 94402, the owner of the intellectual property identified in the exhibits attached hereto, has granted to **SILICON VALLEY BANK** ("Assignee"), with its principal office at 3003 Tasman Drive, Santa Clara, CA 95054, a security interest in the intellectual property, and the exclusive rights comprised in the intellectual property, to secure payment of a debt.

IN WITNESS WHEREOF, Assignor has executed this Addendum to Intellectual Property Security Agreement as of June __, 2012.

LATTICE ENGINES, INC.

By: _____

Name: _____

Title: _____

Exhibit "A" attached to that certain Addendum to Intellectual Property Security Agreement dated June __, 2012.

EXHIBIT "A"

COPYRIGHTS

None.

Exhibit "B" attached to that certain Addendum to Intellectual Property Security Agreement dated June __, 2012.

EXHIBIT "B"

PATENTS

None.

Exhibit "C" attached to that certain Addendum Intellectual Property Security Agreement dated June __, 2012.

EXHIBIT "C"

TRADEMARKS

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application/ Registration Number</u>
GROUPODEX	85/355,344	06/24/11
VISIDB	85/151,700	10/13/10
VISIDB	85/151,693	10/13/10
FUNDPRISM	85/355,340	06/24/11
PLAYMAKER	4,027,978	09/20/11
LATTICE ENGINES	4,025,125	09/13/11
SALESPRISM	3,970,575	05/31/11

Exhibit "D" attached to that certain Addendum Intellectual Property Security Agreement dated June __, 2012.

EXHIBIT "D"

SERVICE MARKS

None.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK, a California corporation ("Bank") and LATTICE ENGINES, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated June 9, 2009 (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). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

1. Any and all 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

5. Any trademark and servicemark 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, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

7. Any and all claims for damages by way of past, present and future infringements 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;

8. All 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;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. All 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.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank 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 Bank, of any or all other rights, powers or remedies.

[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.

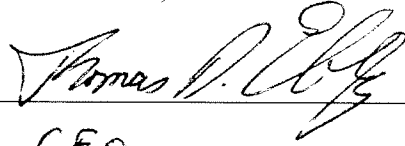
GRANTOR:

Address of Grantor:

Ten Liberty Square
Second Floor
Boston, MA 02109
Attn: Mr. Tom Ebling

LATTICE ENGINES, INC.

By:



Title:

CEO

BANK:

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

SILICON VALLEY BANK

By: _____

Title: _____

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.

GRANTOR:

Address of Grantor:

LATTICE ENGINES, INC.

By: _____

Attn: _____

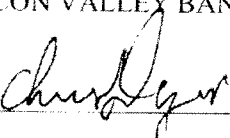
Title: _____

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054-1191

By:  _____

Attn: _____

Title: VP _____

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

POET software

unregistered

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Lattice Engines (word and design)	Registration # 3367005	Registration Date: January 8, 2008
POET	Application # 77533174	Application Date: July 28, 2008

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None

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