

## 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
SERVICESTOURCE INTERNATIONAL, INC.		07/05/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, NATIONAL ASSOCIATION		
Street Address:	560 Mission Street, 4th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3746639	SERVICESTOURCE	
CORRESPONDENCE DATA			
Fax Number:	4142974900		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	414.271.2400		
Email:	jvandenplas@foley.com		
Correspondent Name:	Heidi Furlong		
Address Line 1:	Foley & Lardner LLP		
Address Line 2:	777 E. Wisconsin Avenue		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	031275-0316		
NAME OF SUBMITTER:	Jennifer Vandenplas		
Signature:	/Jennifer Vandenplas/		

OP \$40.00 3746639

Date:

08/10/2012

**Total Attachments: 5**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 5, 2012 (as amended, supplemented or otherwise modified from time to time, the “Intellectual Property Security Agreement”), is made by SERVICESOURCE INTERNATIONAL, INC., a Delaware corporation (the “Borrower”), in favor of JPMORGAN CHASE BANK, NATIONAL ASSOCIATION (the “Lender”).

WHEREAS, the Borrower has entered into a Credit Agreement, dated as of July 5, 2012 (as amended, supplemented, replaced or otherwise modified from time to time, the “Credit Agreement”), with JPMORGAN CHASE BANK, NATIONAL ASSOCIATION. Capitalized terms used and not defined herein have the meanings given such terms in the Pledge and Security Agreement (as defined below);

WHEREAS, it is a condition precedent to the obligation of the Lender to make extensions of credit to the Borrower under the Credit Agreement that the Borrower shall have executed and delivered that certain Pledge and Security Agreement, dated as of July 5, 2012, in favor of the Lender (as amended, supplemented, replaced or otherwise modified from time to time, the “Pledge and Security Agreement”); and

WHEREAS, under the terms of the Pledge and Security Agreement, the Borrower granted a security interest in certain property, including, without limitation, certain Intellectual Property (as defined in the Pledge and Security Agreement) of the Borrower to the Lender, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office and United States Copyright Office, as applicable, and any other applicable governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower agrees as follows:

SECTION 1. Grant of Security. (a) The Borrower hereby grants to the Lender a security interest in and to all of the Borrower’s right, title and interest in and to the following (the “Intellectual Property Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Borrower’s Obligations:

(i) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing, including the registered trademarks and trademark applications identified on Schedule 1; (ii) all licenses of the foregoing, whether as licensee or licensor; (iii) all renewals of the foregoing; (iv) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (vi) all rights corresponding to any of the foregoing throughout the world (collectively, the “Trademarks”);

(ii) any and all patents and patent applications, including the registered patents and patent applications identified on Schedule 1; (ii) all inventions and improvements described and claimed therein; (iii) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements thereof; and (vi) all rights corresponding to any of the foregoing throughout the world (collectively, the “Patents”);

(iii) all copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations, and copyright applications, including the registered copyrights and copyright applications listed on Schedule 1; (ii) all renewals of any of the foregoing; (iii) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements for any of the foregoing; (iv) the right to sue for past, present, and future infringements of any of the foregoing; and (v) all rights corresponding to any of the foregoing throughout the world (collectively, the “Copyrights”);

(b) So long as this Intellectual Property Security Agreement is in effect and so long as the Borrower has not received notice from Lender that an Event of Default has occurred and is continuing, the Borrower shall continue to have the exclusive right to use and enforce its Intellectual Property rights and grant licenses with respect to them, and Lender shall have no right to use the Intellectual Property or issue any exclusive or nonexclusive license with respect to them, or assign, pledge, or otherwise transfer any interest in the Intellectual Property rights to any other person, except in connection with any assignment of Lender’s interest in the Credit Agreement and the Loan Documents pursuant to the terms of the Credit Agreement; and

(c) Upon satisfaction of all the Borrower’s obligations to Lender (other than contingent obligations not yet due and payable), Lender shall execute and deliver to the Borrower all documents reasonably necessary to terminate Lender’s interests in the Intellectual Property Collateral.

SECTION 2. Recordation. The Borrower authorizes and requests that the Commissioner of Patents and Trademarks and the Register of Copyrights, as applicable, and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of California without regard to conflicts of law rules that would result in application of a different governing law.

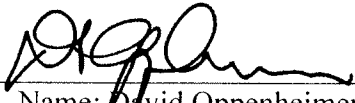
SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

SECTION 6. Further Assurances. The Borrower will cooperate with Lender, at its own expense, including performance of any actions, and the execution and delivery of any documents necessary or appropriate to give effect to the intent and terms of this Intellectual Property Security Agreement.

*[Remainder of Page Intentionally Left Blank – Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

SERVICESTOURCE INTERNATIONAL, INC., a  
Delaware corporation

By:   
Name: David Oppenheimer  
Title: Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 004840 FRAME: 0458**

SCHEDULE 1

## PATENT APPLICATIONS

<u>Patent Application</u>	<u>Application Filing Date</u>	<u>Application Serial Number</u>
Recurring Revenue Asset Management System and Method	June 18, 2012	61/661,299

## TRADEMARKS

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration Number</u>
“ServiceSource”		United States, Registration No. 3,746,639

## COPYRIGHTS

<u>Copyright</u>	<u>Registration Date</u>	<u>Registration Number</u>
Channel Portal Code	June 22, 2010	TX 7-255-363
Channel Sales Cloud	April 10, 2012	4,123,934