

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------|----------|----------------|-------------------------|
| SILICON VALLEY BANK | | 09/19/2012 | CORPORATION: CALIFORNIA |

RECEIVING PARTY DATA

| | |
|-----------------|--------------------------------|
| Name: | ACORN PERFORMANCE GROUP, INC. |
| Street Address: | 3050 Post Oak Blvd., Suite 150 |
| City: | Houston |
| State/Country: | TEXAS |
| Postal Code: | 77056 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 6

| Property Type | Number | Word Mark |
|----------------------|---------|--------------------------------|
| Registration Number: | 3231916 | THE PROFIT IMPROVEMENT COMPANY |
| Registration Number: | 3276718 | ACORN PERFORMANCE ANALYZER |
| Registration Number: | 2996155 | COST EQUATIONS |
| Registration Number: | 3128305 | ACORN SYSTEMS |
| Registration Number: | 2762978 | ENTERPRISE PROFIT SYSTEM |
| Registration Number: | 2830950 | PROFIT OPTIMIZER |

CORRESPONDENCE DATA

Fax Number: 4049626571
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 404.885.3335
 Email: ben.wiles@troutmansanders.com
 Correspondent Name: Benjamin C. Wiles
 Address Line 1: 600 Peachtree Street NE
 Address Line 2: Suite 5200
 Address Line 4: Atlanta, GEORGIA 30308

CH \$165.00 3231916

TRADEMARK

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|---|---------------------------|
| ATTORNEY DOCKET NUMBER: | 220763.001370 |
| NAME OF SUBMITTER: | Benjamin C. Wiles |
| Signature: | /Benjamin C. Wiles 63174/ |
| Date: | 09/21/2012 |
| Total Attachments: 7 source=SVB_Acorn_Signed_Agreement_CutePDF#page1.tif source=SVB_Acorn_Signed_Agreement_CutePDF#page2.tif source=SVB_Acorn_Signed_Agreement_CutePDF#page3.tif source=SVB_Acorn_Signed_Agreement_CutePDF#page4.tif source=SVB_Acorn_Signed_Agreement_CutePDF#page5.tif source=SVB_Acorn_Signed_Agreement_CutePDF#page6.tif source=SVB_Acorn_Signed_Agreement_CutePDF#page7.tif | |

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of September 19, 2012 by and between SILICON VALLEY BANK, a California corporation ("**Bank**") and ACORN PERFORMANCE GROUP, 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 as of the date hereof (as the same may be amended, modified, supplemented or restated 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:

(a) 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**");

(b) 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;

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

(d) 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**”);

(e) 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**”);

(f) 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**”);

(g) 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;

(h) 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;

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

(j) 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.

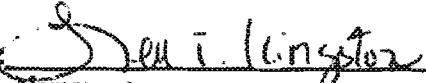
Address of Grantor:

3050 Post Oak Blvd., Suite 150
Houston, Texas 77056

Attn: Lien Kingston, CFO

GRANTOR:

ACORN PERFORMANCE GROUP, INC.

By: 
Name: LIEN T. KINGSTON
Title: CFO

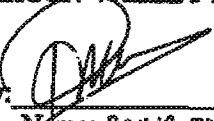
Address of Bank:

7000 North Mopac, Suite 360
Austin, Texas 78731

Attn: Priya Iyer

BANK:

SILICON VALLEY BANK

By: 
Name: PRIYA IYER
Title: RELATIONSHIP MANAGER

[Signature Page to Intellectual Property Security Agreement]

Active 20070909v1 220763.001370

TRADEMARK
REEL: 004865 FRAME: 0241

EXHIBIT A

Copyrights

| <u>Description</u> | Registration/ Application <u>Number</u> | Registration/ Application <u>Date</u> |
|--------------------|---|---|
| None | | |

EXHIBIT B

Patents

| <u>Description</u> | Registration/ Application <u>Number</u> | Registration/ Application <u>Date</u> |
|--------------------|---|---|
| None | | |

EXHIBIT C

Trademarks

| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|--------------------------------|---|---|
| THE PROFIT IMPROVEMENT COMPANY | 3,231,916 | April 17, 2007 |
| ACORN PERFORMANCE ANALYZER | 3,276,718 | August 07, 2007 |
| COST EQUATIONS | 2,996,155 | September 13, 2005 |
| ACORN SYSTEMS | 3,128,305 | August 15, 2006 |
| ENTERPRISE PROFIT SYSTEM | 2,762,978 | September 09, 2003 |
| PROFIT OPTIMIZER | 2,830,950 | April 06, 2004 |
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EXHIBIT D

Mask Works

| <u>Description</u> | Registration/ Application <u>Number</u> | Registration/ Application <u>Date</u> |
|--------------------|---|---|
| None | | |