

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
think 3 Inc.		09/28/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Gensym Cayman L.P.		
Street Address:	P.O. Box 709		
City:	Grand Cayman		
State/Country:	CAYMAN ISLANDS		
Postal Code:	KY1-1107		
Entity Type:	LIMITED PARTNERSHIP: CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2678446	THINK3	
Registration Number:	2721653	THINKDESIGN	
Registration Number:	2686882	THINKTEAM	
CORRESPONDENCE DATA			
Fax Number:	7136515246		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7136515151		
Email:	HOIPdocket@fulbright.com		
Correspondent Name:	Danny Prati		
Address Line 1:	1301 McKinney, Suite 5100		
Address Line 4:	Houston, TEXAS 77010		
DOMESTIC REPRESENTATIVE			
Name:	FULBRIGHT & Jaworski L.L.P.		
Address Line 1:	1301 McKinney, Suite 5100		

OP \$90.00 2678446

Address Line 4: Houston, TEXAS 77010

NAME OF SUBMITTER:

Kim A. Erickson

Signature:

/ Kim A. Erickson /

Date:

11/01/2012

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Intellectual Property Security Agreement”) is made as of September 28, 2012, between think3 Inc., a Delaware corporation (“Debtor”), and Gensym Cayman L.P., a limited partnership formed under the laws of the Cayman Islands (“Secured Party”).

RECITALS

A. Pursuant to that Loan Agreement, dated as of September 28, 2012 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “Loan Agreement”) between Debtor and Secured Party, Secured Party is willing to make Loans to Debtor as provided for in the Loan Agreement, but only upon the condition, among others, that Debtor shall have executed and delivered to Secured Party that certain Security Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

B. Pursuant to the Loan Agreement, Debtor is required to execute and deliver to Secured Party this Intellectual Property Security Agreement.

AGREEMENT

Now, therefore, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Loan Agreement.

2. Grant of Security Interest in IP Collateral. As security for the payment and performance of the Obligations (as defined in the Security Agreement), Debtor hereby grants to Secured Party a continuing security interest in all of Debtor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “IP Collateral”):

(a) all of Debtor’s patents, patent applications, and rights in or to patent licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of, and improvements on, of the foregoing;

(c) all products and proceeds of the foregoing item (a) and (b), including, without limitation, any claim by Debtor against third parties for past, present or future infringement or dilution of any patent or any patent licensed under any license;

(d) all of Debtor’s trademarks, trademark applications and rights in or to trademark licenses to which it is a party including those referred to on Schedule II hereto;

(e) all reissues, continuations, extensions, modifications and renewals of the foregoing;

(f) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license;

(g) all products and proceeds of the foregoing items (d) through (f), including, without limitation, any claim by Debtor against third parties for past, present or future (i) infringement or dilution of any trademark or any trademark licensed under any license or (ii) injury to the goodwill associated with any trademark or any trademark licensed under any license;

(h) all of Debtor's copyrights, copyright applications and rights in or to copyright licenses to which it is a party including those referred to on Schedule III hereto;

(i) all reissues, continuations, restorations, reversions, renewals or extensions of the foregoing; and

(j) all products and proceeds of the foregoing items (h) and (i), including, without limitation, any claim by Debtor against third parties for past, present or future infringement or dilution of any copyright or any copyright licensed under any license

(k) all of Debtor's trade secrets, confidential information, and other intellectual property rights, along with any associated rights;

(l) all products and proceeds of the foregoing item (k), including, without limitation, any claim by Debtor against third parties for past, present or future infringement or misappropriation.

3. Security Agreement. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Authorization to File. Debtor authorizes Secured Party to file this Intellectual Property Security Agreement (and amendments and supplements hereof) in the United States Patent and Trademark Office, the United States Copyright Office and any other office that Secured Party deems necessary or appropriate.

5. Authorization To Supplement. If Debtor shall obtain rights to (a) any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, (b) any new trademarks or application therefor, or (c) any new copyright or application therefor, the provisions of this Intellectual Property Security Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Secured Party with respect to any such new rights. Without limiting Debtor's obligations under this Section 5, Debtor hereby authorizes Secured Party unilaterally to modify this Intellectual Property Security Agreement by amending the applicable schedule to include any such new rights of Debtor. Notwithstanding the foregoing, no failure to so modify this Intellectual Property Security Agreement or amend any schedule shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all IP Collateral, whether or not listed on a schedule.

6. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Intellectual Property Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom

such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. Entire Agreement. THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE MATTERS ADDRESSED HEREBY AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENT OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the parties hereto has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DEBTOR:

THINK3 INC. ,
a Delaware corporation

By: 

Name: Rebecca A. Roof

Title: Chief Restructuring Officer

S-1

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

sf-3159990

TRADEMARK
REEL: 004892 FRAME: 0283

SECURED PARTY:

GENSYM CAYMAN L.P.,
a limited partnership formed under the laws of the Cayman
Islands

By:  _____

Name: Davin Cushman

Title: President, Gensym Corporation, in its capacity as
General Partner of Gensym Cayman L.P.

SCHEDULE I
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENTS

None.

PATENT APPLICATIONS

None.

PATENT LICENSES

None.

SCHEDULE II
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT
TRADEMARK REGISTRATIONS/APPLICATIONS

Debtor	Jurisdiction	Mark	Application/ Registration No.	App/Reg Date
think3 Inc.	USA	THINK3	2678446	January 21, 2003
think3 Inc.	Canada	THINK3	TMA556869	January 25, 2002
think3 Inc.	China	THINK3	5467449	March 7, 2012
think3 Inc.	China	THINK3	5467448	March 28, 2010
think3 Inc.	CTM	THINK3	1207893	September 11, 2003
think3 Inc.	Hong Kong	THINK3	301071396	March 13, 2008
think3 Inc.	Japan	THINK3	4630959	December 20, 2002
think3 Inc.	South Korea	THINK3	473867	July 21, 2000
think3 Inc.	Singapore	THINK3	T9906157E	August 21, 2002
think3 Inc.	Taiwan	THINK3	00900935	August 16, 2000
think3 Inc.	USA	THINKDESIGN	2721653	June 3, 2003
think3 Inc.	China	THINKDESIGN	6700107	May 4, 2008
think3 Inc.	CTM	THINKDESIGN	1837715	January 23, 2003
think3 Inc.	Hong Kong	THINKDESIGN	301071404	March 13, 2008
think3 Inc.	Japan	THINKDESIGN	4607875	September 27, 2002
think3 Inc.	Taiwan	THINKDESIGN	1348378	February 1, 2009
think3 Inc.	China	THINKPLM	6700108	June 7, 2010
think3 Inc.	Hong Kong	THINKPLM	301071413	March 13, 2008
think3 Inc.	Taiwan	THINKPLM	1348379	February 1, 2009
think3 Inc.	USA	THINKTEAM	2686882	February 11, 2003

Debtor	Jurisdiction	Mark	Application/ Registration No.	App/Reg Date
think3 Inc.	Japan	THINKTEAM	4635257	January 10, 2003

TRADE NAMES

None.

COMMON LAW TRADEMARKS

None.

TRADEMARKS NOT CURRENTLY IN USE

None.

TRADEMARK LICENSES

None.

SCHEDULE III
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

COPYRIGHT REGISTRATIONS/APPLICATIONS

None.

COPYRIGHT LICENSE

None.