

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
Scalable Software, Inc.		11/15/2012	CORPORATION: TEXAS
Scalable Software Ltd.		11/15/2012	LIMITED LIABILITY COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	JMI Services, LLC		
Street Address:	111 Congress Avenue, Suite 2600		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3876912	SERVICEMALL	
Registration Number:	3879547	ASSET VISION	
Registration Number:	3797258	SCALABLE LIVE!	
CORRESPONDENCE DATA			
Fax Number:	7136155803		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7137581105		
Email:	iptldocket@velaw.com		
Correspondent Name:	W. Scott Brown		
Address Line 1:	1001 Fannin Street		
Address Line 4:	Houston, TEXAS 77002-6760		
ATTORNEY DOCKET NUMBER:	JMT105/88001		

CH \$90.00 3876912

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**TRADEMARK
 REEL: 004901 FRAME: 0514**

NAME OF SUBMITTER:	W. Scott Brown
Signature:	/wsb/
Date:	11/15/2012
Total Attachments: 4 source=Trademark Security Agreement Supplement.pdf#page1.tif source=Trademark Security Agreement Supplement.pdf#page2.tif source=Trademark Security Agreement Supplement.pdf#page3.tif source=Trademark Security Agreement Supplement.pdf#page4.tif	

TRADEMARK SECURITY AGREEMENT SUPPLEMENT

WHEREAS, Scalable Software, Inc., a corporation organized and existing under the laws of the state of Texas (herein referred to as the “Scalable, Inc.”), and Scalable Software Ltd., a limited liability company incorporated in England (herein referred to as “Scalable, Ltd.” and together with Scalable, Inc., the “Debtors” and each a “Debtor”), each having an address at 421 East 6th Street, Suite B, Austin, Texas, 78701, (1) have adopted, used and are using, or (2) have intended to use and filed an application indicating that intention, but have not yet filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, or (3) have filed an application based on an intention to use and have since used and have filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 1-A, which trademarks, trade names, trade styles and service marks are registered in the United States Patent and Trademark Office (the “Trademarks”); and

WHEREAS, the Debtors and JMI Services, LLC , a limited liability company organized and existing under the laws of the State of Texas (the “Secured Party”) have entered into a Credit Agreement dated as of November 15, 2012 (as amended, supplemented, restated, replaced or otherwise modified from time to time, the “Credit Agreement”); and

WHEREAS, the Debtors and the certain other parties have entered into a Security Agreement (as amended, supplemented, restated, replaced or otherwise modified from time to time, the “Security Agreement”) in favor of the Secured Party, pursuant to which the Debtors have granted to the Secured Party, a security interest in all right, title and interest of the Debtors in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by Debtors, and all reissues, extensions or renewals thereof, all Trademark Licenses (as defined in the Security Agreement) and all proceeds thereof, including, without limitation, any claims by the Debtor against third parties for infringement thereof (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, each Debtor does hereby further confirm, and put on the public record, its grant to the Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Each Debtor hereby further acknowledges and affirms that the rights and remedies of the Secured Party with respect to the grant of, security interest in and mortgage on the Collateral made hereby are more fully set forth in the Security Agreement; the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Secured Party’s address is 111 Congress Avenue, Suite 2600, Austin, Texas, 78701.

IN WITNESS WHEREOF, Scalable Software, Inc. and Scalable Software, Ltd. have duly executed or caused this Supplement to the Security Agreement to be duly executed as of _____, 2012.

SCALABLE SOFTWARE, INC.

By: _____

Name: Mark Creswell

Title: President

SCALABLE SOFTWARE, LTD.

By: _____

Name: Mark Creswell

Title: President

STATE OF TEXAS)
) ss.:
COUNTY OF TRAVIS)

On this 15th day of November, 2012, before me personally appeared Mark Creswell, to me known, who, being by me duly sworn, did depose and say that he resides at 2905 Appenni Cove, Cedar Park, TX 78613 and that he is President of Scalable Software, Inc.; and that he signed his name thereto in his capacity as an authorized officer of said Scalable Software, Inc. pursuant to such authority.



Michele May Campbell
Notary Public

STATE OF TEXAS)
) ss.:
COUNTY OF TRAVIS)

On this 15th day of November, 2012, before me personally appeared Mark Creswell, to me known, who, being by me duly sworn, did depose and say that he resides at 2905 Appenni Cove, Cedar Park, TX 78613 and that he is President of Scalable Software, Ltd.; and that he signed his name thereto in his capacity as an authorized officer of said Scalable Software, Ltd. pursuant to such authority.



Michele May Campbell
Notary Public

SCHEDULE 1-A TO THE TRADEMARK SECURITY AGREEMENT SUPPLEMENT

<u>Jurisdiction</u>	<u>Trademark</u>	<u>Date Registered/(Date Filed)</u>	<u>Registration/Serial Number</u>
United States	ServiceMall	November 16, 2010/ (April 7, 2010)	3876912/ 85008759
United States	Asset Vision	November 23, 2010/ (April 7, 2010)	3879547/ 85008688
United States	Scalable LIVE	June 1, 2010/ (April 28, 2009)	3797258/ 77723767