

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
BLAZENT, INC.		03/19/2013	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: 3			
Property Type	Number	Word Mark	
Registration Number:	3311480		
Registration Number:	3323037		
Registration Number:	3151243	BLAZENT	
CORRESPONDENCE DATA			
Fax Number:	4049626571		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	404.885.3335		
Email:	ben.wiles@troutmansanders.com		
Correspondent Name:	BENJAMIN C. WILES		
Address Line 1:	TROUTMAN SANDERS LLP		
Address Line 2:	600 PEACHTREE STREET NE, SUITE 5200		
Address Line 4:	ATLANTA, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	220763.001251		
NAME OF SUBMITTER:	Benjamin C. Wiles		

CH \$90.00 3311480

Signature:	/Benjamin C. Wiles 63174/
Date:	03/19/2013
Total Attachments: 11 source=Blazent_EXECUTED_SecurityAgreement#page1.tif source=Blazent_EXECUTED_SecurityAgreement#page2.tif source=Blazent_EXECUTED_SecurityAgreement#page3.tif source=Blazent_EXECUTED_SecurityAgreement#page4.tif source=Blazent_EXECUTED_SecurityAgreement#page5.tif source=Blazent_EXECUTED_SecurityAgreement#page6.tif source=Blazent_EXECUTED_SecurityAgreement#page7.tif source=Blazent_EXECUTED_SecurityAgreement#page8.tif source=Blazent_EXECUTED_SecurityAgreement#page9.tif source=Blazent_EXECUTED_SecurityAgreement#page10.tif source=Blazent_EXECUTED_SecurityAgreement#page11.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement") is entered into as of the March 19, 2013 by and between SILICON VALLEY BANK, a California corporation ("Bank") and BLAZENT, 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 August 19, 2011 (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

1. Grant of Security Interest. 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.

Notwithstanding the foregoing the term “Intellectual Property Collateral” shall not include: (a) “intent-to-use” trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such “intent to use” trademarks would be contrary to applicable law or (b) any contract, instrument or chattel paper in which Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the Code, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the United States Bankruptcy Code or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term

“Intellectual Property Collateral” shall include, and Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Bank’s unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

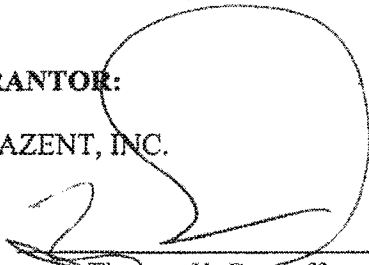
6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[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:

BLAZENT, INC.

By: 
Name: Thomas H. Drotleff
Title: Chief Financial Officer

BANK:

SILICON VALLEY BANK

By: _____
Name: _____
Title: _____

[Signature Page to Intellectual Property Security Agreement]

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:

BLAZENT, INC.

By: _____
Name: _____
Title: _____

BANK:

SILICON VALLEY BANK

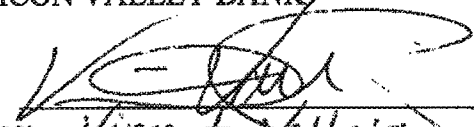
By:  _____
Name: Vincent Vallejos
Title: Relationship Manager

EXHIBIT A

Copyrights

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

EXHIBIT B

Patents

<u>Description</u>	<u>Jurisdiction</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SYSTEM FOR MANAGING RESOURCES	US	7,188,170	March 6, 2007
METHOD AND APPARATUS FOR MANAGING RESOURCES	US	6,782,350	August 24, 2004
METHOD AND APPARATUS FOR GATHERING AND ORGANIZING INFORMATION PERTAINING TO AN ENTITY	US	12/288,199	October 17, 2008
SYSTEM AND METHOD FOR FILTERING COLLECTED DATA	US	11/554,623	October 31, 2006
SYSTEM AND METHOD FOR STORING AND AGGREGATING DATA	US	11/554,632	October 31, 2006
METHOD AND APPARATUS FOR IDENTIFYING AND CATALOGING SOFTWARE ASSETS	US	11/057,647	February 14, 2005
METHOD AND APPARATUS FOR GATHERING AND ORGANIZING INFORMATION PERTAINING TO AN ENTITY	US	PCT/US2009/060647	October 14, 2009
METHOD AND APPARATUS FOR IDENTIFYING AND CATALOGING SOFTWARE ASSETS	US	PCT/US2006/004421	February 9, 2006

METHOD AND SYSTEM FOR FILTERING, ORGANIZING AND PRESENTING SELECTED INFORMATION TECHNOLOGY INFORMATION AS A FUNCTION OF BUSINESS DIMENSIONS	US	PCT/US2005/035022	September 30, 2005
METHOD AND SYSTEM FOR FILTERING, ORGANIZING AND PRESENTING SELECTED INFORMATION TECHNOLOGY INFORMATION AS A FUNCTION OF BUSINESS DIMENSIONS	US	11/042,579	January 24, 2005
REAL TIME CONTENT TARGETING SYSTEM FOR AUDIO VIDEO MEDIA	US	60/244,015	[Not Publically Available]
METHOD AND APPARATUS FOR GATHERING AND ORGANIZING INFORMATION PERTAINING TO AN ENTITY	US	60/999,275	October 17, 2007
METHOD AND APPARATUS FOR MANAGING HARDWARE RESOURCES	US	10/136,184	[Not Publically Available]
METHOD AND APPARATUS FOR TRACKING BROWSER UTILIZATION	US	10/136,178	[Not Publically Available]
METHOD AND APPARATUS FOR MANAGING SOFTWARE RESOURCES	US	10/144,655	[Not Publically Available]
METHOD AND APPARATUS FOR TRACKING BROWSER EVENTS	US	10/144,446	[Not Publically Available]
METHOD AND APPARATUS FOR GATHERING AND ORGANIZING INFORMATION PERTAINING TO AN ENTITY	US	12/316,679	[Not Publically Available]

METHOD AND SYSTEM FOR FILTERING, ORGANIZING AND PRESENTING SELECTED INFORMATION AS A FUNCTION OF BUSINESS DIMENSIONS	CA	2580345	September 30, 2005
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METHOD AND SYSTEM FOR FILTERING, ORGANIZING AND PRESENTING SELECTED INFORMATION AS A FUNCTION OF BUSINESS DIMENSIONS	IN	1311KOLNP2007	September 30, 2005
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METHOD AND SYSTEM FOR FILTERING, ORGANIZING AND PRESENTING SELECTED INFORMATION AS A FUNCTION OF BUSINESS DIMENSIONS	EPO	2005802952	September 30, 2005
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METHOD AND APPARATUS FOR IDENTIFYING AND CATALOGING SOFTWARE ASSETS	CA	2597543	February 9, 2006
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METHOD AND APPARATUS FOR IDENTIFYING AND CATALOGING SOFTWARE ASSETS	EPO	2006734580	February 9, 2006
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METHOD AND APPARATUS FOR IDENTIFYING AND CATALOGING SOFTWARE ASSETS	IN	3271KOLNP2007	February 9, 2006
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One or More Patents or Applications for:	[Not Yet Determined]	[Not Yet Assigned]	[Not Yet Assigned]
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METHOD AND APPARATUS FOR GATHERING AND ORGANIZING INFORMATION PERTAINING TO AN ENTITY

EXHIBIT C

Trademarks

<u>Description</u>	<u>Jurisdiction</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
[Design Only]	US	3,311,480	October 16, 2007
[Design Only]	US	3,323,037	October 30, 2007
BLAZENT	US	3,151,243	October 3, 2006
[Design Only]	EC	006064364	May 28, 2008
[Design Only]	EC	006083331	June 20, 2008
[Design Only]	EC	EC006153811	February 7, 2007 (priority application date)

EXHIBIT D

Mask Works

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