

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
VERIVO SOFTWARE, INC.		04/11/2013	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	275 GROVE STREET
Internal Address:	SUITE 2-200
City:	NEWTON
State/Country:	MASSACHUSETTS
Postal Code:	02466
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3274978	ACTIVECACHE
Serial Number:	85879602	AKULA
Registration Number:	3735492	CONFIGURE ONCE, RUN ANYWHERE.
Registration Number:	3317337	MANALYST
Registration Number:	3232357	MINSTITUTIONAL
Registration Number:	4188094	VERIVO

CORRESPONDENCE DATA

Fax Number: 8004947512
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 2023704761
 Email: tfahey@nationalcorp.com
 Correspondent Name: Thomas Fahey
 Address Line 1: 1100 G Street NW, Suite 420

OP \$165.00 3274978

Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F144276
NAME OF SUBMITTER:	ANDREW NASH
Signature:	/ANDREW NASH/
Date:	04/11/2013

Total Attachments: 10
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“**Agreement**”) is entered into as of April 11, 2013 (“**Effective Date**”) by and between **SILICON VALLEY BANK**, a California corporation with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 (“**Bank**”) and **VERIVO SOFTWARE, INC.**, a Massachusetts corporation whose address is 1000 Winter Street, Waltham, Massachusetts 02451 (“**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 June 25, 2012, as amended by that certain First Amendment to Loan and Security Agreement by and between Bank and Grantor dated as of April 11, 2013 (as the same may be further 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, Domains and Licenses (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. As security for the payment and performance of Grantor’s 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 or associated with 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;

(g) All domain name registrations set forth on Exhibit D attached hereto (collectively, the “**Domains**”)

(h) 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;

(i) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, Domains, Licenses and all license fees and royalties arising from such use to the extent permitted by such license or rights set forth on Exhibit E attached hereto (collectively, the “**Licenses**”);

(j) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, Domains or Licenses; and

(k) 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.

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. Termination. Upon the indefeasible payment and performance in full of all obligations created under this Agreement and the Loan Documents, the security interests created by this Agreement shall terminate and the Bank (at Debtor's expense) shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to Bank hereunder, including cancellation of this Agreement by written notice from the Bank to the United States Patent and Trademark Office and the U.S. Copyright Office.

6. 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.

7. 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 Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts 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:

VERIVO SOFTWARE, INC.

By: E. Victor Pierwi

Name: E. Victor Pierwi

Title: EVP & CFO

BANK:

SILICON VALLEY BANK

By: _____

Name: _____

Title: _____

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:

VERIVO SOFTWARE, INC.

By: _____

Name: _____

Title: _____

BANK:

SILICON VALLEY BANK

By:  _____

Name: Thomas F. Kelly

Title: Director

EXHIBIT A

Registered Copyrights

Description	Registration Number	Registration Date
mWholesale.net	TXu 1-120-711	Unknown

Unregistered Works

- Unregistered copyrights for software used in connection with the Company's business.

EXHIBIT B

Patents

Description	Registration/Application Number	Registration/Application Date
Wireless Advisor Support and Data Integration System	7,970,704	06/2/2011
Wireless Advisor Support and Data Integration System	11/636,354 (Appl. No.) 20080140554 (Pub. No.)	12/08/2006

EXHIBIT C

Trademarks

Country	Trademark	Appl./Reg. No.	Appl./Reg. Date	Status
European Community	VERIVO	010679629	July 2, 2012	Registered.
United States	ACTIVECACHE	3,274,978	August 7, 2007	Registered.
United States	AKULA	85/879,602	March 19, 2013	Pending.
United States	CONFIGURE ONCE, RUN ANYWHERE	3,735,492	January 1, 2010	Registered.
United States	MANALYST	3,317,337	October 23, 2007	Registered.
United States	MINSTITUTIONAL	3,232,357	April 24, 2007	Registered.
United States	VERIVO	4,188,094	August 7, 2012	Registered.

Common Law Marks

- MDASHBOARD
- MTRADER
- MREPORTS
- MWHOLESALE
- MPLATFORM
- ENTERPRISE DATA...RIGHT NOW
- PYXIS MOBILE and Design
- MSUPPORT
- FINANCIAL MOBILITY SUMMIT

EXHIBIT D

Domain Names

Domain Name	Expiration Date
5by5software.com	08/20/2014
Mwholesaler.com	01/17/2014
Pyxismobil.com	04/12/2013
Pyxismobile.com	02/04/2014
Verevo.com	10/06/2014
Verivo.com	12/06/2016
Verivo.net	09/17/2013
Verivocloud.com	10/06/2014
Verivohosting.com	10/06/2014
Verivomobile.com	10/06/2014
Verrivo.com	10/06/2014
Virivo.com	10/06/2014
Pyxisit.com	06/06/2014
Mobilefa.com	01/27/2014

EXHIBIT E

Licenses

- Embedded Partner Program Agreement dated May 11, 2012 between Visto Corporation d/b/a Good Technology and Verivo Software, Inc.
- Good Dynamics Partner SDK Agreement dated May 11, 2012 between Visto Corporation d/b/a Good Technology and Verivo Software, Inc.