

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT												
<b>NATURE OF CONVEYANCE:</b>	Security Agreement												
<b>CONVEYING PARTY DATA</b>													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>ARI NETWORK SERVICES, INC.</td> <td></td> <td>04/26/2013</td> <td>CORPORATION: WISCONSIN</td> </tr> <tr> <td>PROJECT VIKING II ACQUISITION, INC.</td> <td></td> <td>04/26/2013</td> <td>CORPORATION: WISCONSIN</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	ARI NETWORK SERVICES, INC.		04/26/2013	CORPORATION: WISCONSIN	PROJECT VIKING II ACQUISITION, INC.		04/26/2013	CORPORATION: WISCONSIN	
Name	Formerly	Execution Date	Entity Type										
ARI NETWORK SERVICES, INC.		04/26/2013	CORPORATION: WISCONSIN										
PROJECT VIKING II ACQUISITION, INC.		04/26/2013	CORPORATION: WISCONSIN										
<b>RECEIVING PARTY DATA</b>													
Name:	SILICON VALLEY BANK												
Street Address:	3003 Tasman Drive., HG 150												
City:	Santa Clara												
State/Country:	CALIFORNIA												
Postal Code:	95054												
Entity Type:	CORPORATION: CALIFORNIA												
<b>PROPERTY NUMBERS Total: 10</b>													
Property Type	Number	Word Mark											
Serial Number:	85802898	SELL MORE STUFF											
Registration Number:	2272856	TRADEROUTE											
Registration Number:	2511777	PARTSMART											
Registration Number:	3439071	RR READY2RIDE.COM RIGHT PARTS. RIGHT GEA											
Registration Number:	3528395	PARTSMART WEB											
Registration Number:	3528396	PARTSMART CART											
Registration Number:	3645537	WEBSITESMART PRO											
Registration Number:	3755229	X-ACTFIT											
Registration Number:	3796024	PARTSMART DATA MANAGER											
Registration Number:	3796025	PARTSMART DATA PUBLISHER											
<b>CORRESPONDENCE DATA</b>													
Fax Number:	8004947512												

OP \$265.00 85802898

**900254089**

**TRADEMARK  
 REEL: 005019 FRAME: 0338**

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

NAME OF SUBMITTER:

Laura Kenerson

Signature:

/Laura Kenerson/

Date:

05/01/2013

Total Attachments: 9

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**CONFIRMATORY INTELLECTUAL PROPERTY SECURITY AGREEMENT  
IN U.S. INTELLECTUAL PROPERTY**

This Confirmatory Intellectual Property Security Agreement in U.S. Intellectual Property (this "**Agreement**") is entered into as of April 26, 2013 by and among **SILICON VALLEY BANK** ("**Bank**"), **ARI NETWORK SERVICES, INC.**, a Wisconsin corporation ("**ARI**") and **PROJECT VIKING II ACQUISITION, INC.**, a Wisconsin corporation ("**Viking**", and together ARI, individually and collectively, jointly and severally, the "**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 Bank and Grantor, dated as of the date hereof (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

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:

1. 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**");
2. Any and all trade secrets and trade secret rights, including, without limitation, any rights to unpatented inventions, know-how and operating manuals now or hereafter existing, created, acquired or held;
3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;
4. 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**");

5. 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**");

6. 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**");

7. 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;

8. 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;

9. All amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. 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 Grantor hereby acknowledges and agrees that the rights and remedies of the Bank with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Agreement and the Loan Agreement, the Loan Agreement shall control.

[Signature page follows.]

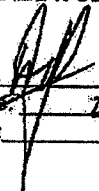
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

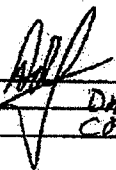
c/o ARI Network Services, Inc.  
10850 West Park Place, Suite 1200  
Milwaukee, Wisconsin 53224  
Attn: Mr. Darin Janecek  
Fax: 414.973.4357  
Email: Darin.Janecek@arinet.com

GRANTOR:

ARI NETWORK SERVICES, INC.

By:   
Name: DARIN JANECEK  
Title: CEO

PROJECT VIKING II ACQUISITION, INC.

By:   
Name: DARIN JANECEK  
Title: CEO

Address of Bank:

230 West Monroe Street, Suite 720  
Chicago, Illinois 60606  
Attn: Mr. Dennis Grunt  
Fax: (312) 704-1532  
Email: dgrunt@svb.com

BANK:

SILICON VALLEY BANK

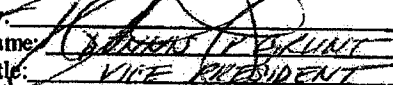
By:   
Name: DENNIS GRUNT  
Title: VICE PRESIDENT

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Number</u>	<u>Registration/ Date</u>	<u>Registrant</u>
AgriData network film; formerly Agri-Star film	PA 197-957	1983	ARI Network Services, Inc.
Agri-Star, an introductory guide	TX 1-209-999	1983	ARI Network Services, Inc.
All about on-farm computing	TX 1-210-000	1983	ARI Network Services, Inc.
Agri-Star product manual; Tandy version & communication program	TX 1-210-001	1983	ARI Network Services, Inc.
Agri-Star product manual and user flipchart	TX 1-210-002	1983	ARI Network Services, Inc.
Agri-Star user manual and user flipchart	TX 1-210-003	1983	ARI Network Services, Inc.
Zenith user manual	TX 1-444-667	1984	ARI Network Services, Inc.
Agri-Star user manual update and user flipchart	TX 1-452-157	1984	ARI Network Services, Inc.
AgriData dairy NET user manual insert and flipchart	TX 1-452-158	1984	ARI Network Services, Inc.
AgriData network user manual & flipchart	TX 1-452-160	1984	ARI Network Services, Inc.
Ag Ed network user manual insert & flipchart	TX 1-455-828	1984	ARI Network Services, Inc.
AgriData's week-by-week 1986 marketing journal	TX 1-724-608	1986	ARI Network Services, Inc.
AgriData's marketing & financial planning workshop materials	TX 1-724-654	1986	ARI Network Services, Inc.
AgriData's step-by-step guides to developing a profitable marketing plan	TX 1-724-906	1986	ARI Network Services, Inc.
Satellite data network software	TX 1-765-093	1986	ARI Network Services, Inc.
AgriData's marketing & financial planning workshop software	TX 1-789-064	1986	ARI Network Services, Inc.

<u>Description</u>	<u>Registration/ Number</u>	<u>Registration/ Date</u>	<u>Registrant</u>
Charting	TX 1-790-587	1986	ARI Network Services, Inc.
Satellite data network agriculture service user's manual	TX 1-790-599	1986	ARI Network Services, Inc.
Price user manual and flipchart inserts	TX 1-796-215	1986	ARI Network Services, Inc.
Ag Ed network index, 1985	TX 1-796-216	1986	ARI Network Services, Inc.
PROMOTE user manual	TX 1-796-217	1986	ARI Network Services, Inc.
MCI user manual & flipchart inserts	TX 1-796-218	1986	ARI Network Services, Inc.
Newsfinder user manual & flipchart	TX 1-811-717	1986	ARI Network Services, Inc.
Satellite data network general business service user's manual	TX 1-811-718	1986	ARI Network Services, Inc.
1986 Agriscan index of reports & keywords	TX 1-826-825	1986	ARI Network Services, Inc.
Dairy net index	TX 1-826-829	1986	ARI Network Services, Inc.
A top farmer guide to using options for profitable marketing of farm commodities	TX 1-826-830	1986	ARI Network Services, Inc.
Network control programs software	TXu 370-274	1989	ARI Network Services, Inc.
Market intelligence programs software	TXu 370-275	1989	ARI Network Services, Inc.
System 88 programs software	TXu 370-276	1989	ARI Network Services, Inc.
Library services programs software	TXu 370-277	1989	ARI Network Services, Inc.
Stargram programs software	TXu 370-278	1989	ARI Network Services, Inc.
Problem management programs software	TXu 370-278	1989	ARI Network Services, Inc.
Newsfinder program software	TXu 370-341	1989	ARI Network Services, Inc.

<u>Description</u>	<u>Registration/ Number</u>	<u>Registration/ Date</u>	<u>Registrant</u>
Electronic exchange programs software	TXu 370-342	1989	ARI Network Services, Inc.
Industry common programs software	TXu 370-343	1989	ARI Network Services, Inc.
Billing programs software	TXu 370-345	1989	ARI Network Services, Inc.
Batch submit programs software	TXu 380-380	1989	ARI Network Services, Inc.
Degussa programs software	Xu 370-344	1989	ARI Network Services, Inc.
Little Beaver software	TX 2-728-097	1990	ARI Network Services, Inc.
Asynchronous communications platform software	TX 2-761-622	1990	ARI Network Services, Inc.
Asynchronous communications platform software	TX 2-761-622	1990	ARI Network Services, Inc.



EXHIBIT B

Patents

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>	<u>Registrant</u>
none			

EXHIBIT C

Trademarks


<u>Description</u>	<u>Registration/ (Application) Number</u>	<u>Registration/ (Application) Date</u>	<u>Registrant</u>
SELL MORE STUFF	(85/802898)	(Dec. 14, 2012)	ARI Network Services, Inc.
TRADEROUTE	2272856	Aug. 24, 1999	ARI Network Services, Inc.
PARTSMART	2511777	Nov. 27, 2001	ARI Network Services, Inc.
RR READY2RIDE.COM and Design 	3439071	Jun. 3, 2008	ARI Network Services, Inc.
PARTSMART WEB	3528395	Nov. 4, 2008	ARI Network Services, Inc.
PARTSMART CART	3528396	Nov. 4, 2008	ARI Network Services, Inc.
WEBSITESMART PRO	3645537	Jun. 30, 2009	ARI Network Services, Inc.
X-ACTFIT	3755229	Mar. 2, 2010	ARI Network Services, Inc.
PARTSMART DATA MANAGER	3796024	Jun. 1, 2010	ARI Network Services, Inc.
PARTSMART DATA PUBLISHER	3796025	Jun. 1, 2010	ARI Network Services, Inc.

EXHIBIT D

Mask Works

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Registrant</u>
none			

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