

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
MINDJET CORPORATION		09/10/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 TASMAN DRIVE		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	94054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3622037		
Registration Number:	3622035	MINDJET CONNECT	
Registration Number:	3375334		
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:	220763.001480		
NAME OF SUBMITTER:	Benjamin C. Wiles		

CH \$90.00 3622037

Signature:	/Benjamin C. Wiles 63174/
Date:	09/11/2013
Total Attachments: 14 source=SVB_MindJet (Executed Intellectual Property Security Agreement- MJ Corp 9_13)#page1.tif source=SVB_MindJet (Executed Intellectual Property Security Agreement- MJ Corp 9_13)#page2.tif source=SVB_MindJet (Executed Intellectual Property Security Agreement- MJ Corp 9_13)#page3.tif source=SVB_MindJet (Executed Intellectual Property Security Agreement- MJ Corp 9_13)#page4.tif source=SVB_MindJet (Executed Intellectual Property Security Agreement- MJ Corp 9_13)#page5.tif source=SVB_MindJet (Executed Intellectual Property Security Agreement- MJ Corp 9_13)#page6.tif source=SVB_MindJet (Executed Intellectual Property Security Agreement- MJ Corp 9_13)#page7.tif source=SVB_MindJet (Executed Intellectual Property Security Agreement- MJ Corp 9_13)#page8.tif source=SVB_MindJet (Executed Intellectual Property Security Agreement- MJ Corp 9_13)#page9.tif source=SVB_MindJet (Executed Intellectual Property Security Agreement- MJ Corp 9_13)#page10.tif source=SVB_MindJet (Executed Intellectual Property Security Agreement- MJ Corp 9_13)#page11.tif source=SVB_MindJet (Executed Intellectual Property Security Agreement- MJ Corp 9_13)#page12.tif source=SVB_MindJet (Executed Intellectual Property Security Agreement- MJ Corp 9_13)#page13.tif source=SVB_MindJet (Executed Intellectual Property Security Agreement- MJ Corp 9_13)#page14.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“**Agreement**”) is entered into as of the Effective Date by and between SILICON VALLEY BANK (“**Bank**”) and MINDJET CORPORATION, a Delaware corporation (“**Grantor**”).

RECITALS

A. Bank and MINDJET LLC, a California limited liability company (“**MJ**”), MINDJET GMBH, a corporation organized under the laws of Federal Republic of Germany (“**MJ GMBH**”), and SPIGIT, INC., a Delaware corporation (“**spigit**”; together with MJ and MJ GMBH, hereinafter referred to individually and collectively as “**Borrower**”) have entered into that certain Loan and Security Agreement dated the Effective Date (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) pursuant to which Bank has agreed to make certain advances of money and to extend certain financial accommodations to Borrower (collectively, the “**Loans**”), subject to the terms and conditions set forth therein. Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Loan Agreement.

B. In consideration of the agreement of Bank to make the Loans to Borrower under the Loan Agreement, Grantor has executed that certain (i) Unconditional Secured Guaranty dated of even date herewith in favor of Bank (as amended, restated, or otherwise modified from time to time, the “**Guaranty**”) and (ii) Stock Pledge Agreement, dated of even date herewith, between Bank and Grantor (the “**Stock Pledge Agreement**”).

C. Bank is willing to make the Loans to Borrower, 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 Guarantor Obligations (as defined in the Guaranty) under that certain Guaranty.

D. Pursuant to the terms of the Guaranty, 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 the Guarantor Obligations under the Guaranty, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Guarantor Obligations under the Guaranty, 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.

Provided, however, that Intellectual Property shall not include Excluded Property.

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 security interest is granted in conjunction with the security interest granted to Bank under the Guaranty and will be terminated pursuant to the terms and conditions of the Guaranty. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Guaranty, Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Guaranty, Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Agreement, the Guaranty, the Loan Agreement, or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or 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:

MINDJET CORPORATION

By: 
Name: *Scott Raskin*
Title: *chief executive officer*

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:

MINDJET CORPORATION

By: _____
Name:
Title:

BANK:

SILICON VALLEY BANK

By: _____
Name: *Rich Tu*
Title: *MD*

EXHIBIT A

Copyrights

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

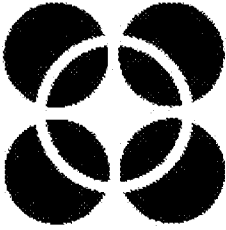
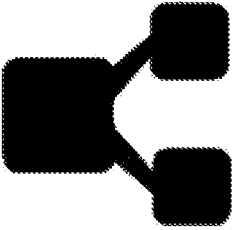
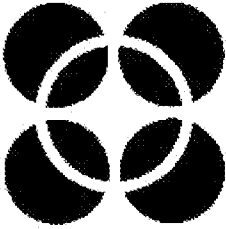
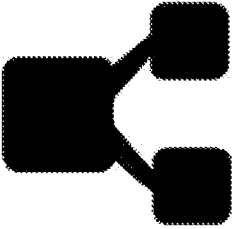
EXHIBIT B

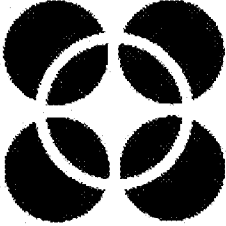




Patents

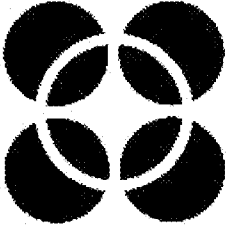
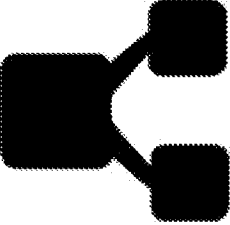



<u>Description</u>	<u>Jurisdiction</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
NONE			




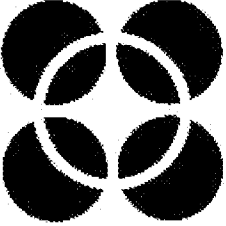
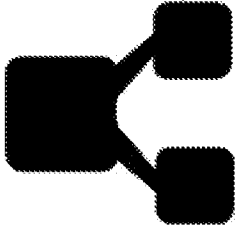
EXHIBIT C

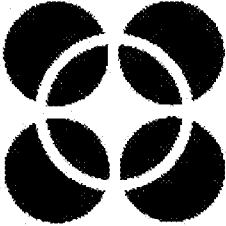
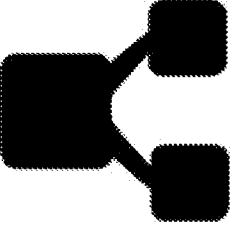



Trademarks

<u>Description</u>	<u>Jurisdiction</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
 [DESIGN ONLY]	US	3,622,037	May 19, 2009
MINDJET CONNECT	US	3,622,035	May 19, 2009
 [DESIGN ONLY]	US	3,375,334	January 29, 2008
 [MINDJET CONNECT DESIGN]	CA	0760512	March 1, 2010
 [BRANCHING SQUARE DESIGN]	CA	0721470	August 20, 2008

 <p>[DESIGN ONLY]</p>	EC	007373277	June 9, 2009
MINDJET CONNECT	EC	007059983	April 14, 2009
 <p>[DESIGN ONLY]</p>	EC	005589171	November 19, 2007
 <p>[BRANCHING SQUARE DESIGN]</p>	AR	2206763	December 28, 2007
 <p>[BRANCHING SQUARE DESIGN]</p>	AR	2206764	December 28, 2007
 <p>[BRANCHING SQUARE DESIGN]</p>	AU	1154343	August 14, 2007

 <p>[INTERSECTING CIRCLES DESIGN]</p>	AU	1270762	March 19, 2009
MINDJET CONNECT	AU	1251280	November 23, 2009
 <p>[BRANCHING SQUARE DESIGN]</p>	BR	828923248	October 9, 2012
 <p>[BRANCHING SQUARE DESIGN]</p>	BR	828923256	October 9, 2012
 <p>[BRANCHING SQUARE DESIGN]</p>	CL	799633	October 26, 2007
 <p>[BRANCHING SQUARE DESIGN]</p>	CL	799634	October 26, 2007

 [BRANCHING SQUARE DESIGN]	CN	5914901	December 14, 2009
 [BRANCHING SQUARE DESIGN]	CN	5914902	March 28, 2010
MINDJET	CN	6781126	July 7, 2010
MINDJET CONNECT	CN	6930842	September 21, 2010
	CN	6781127	July 7, 2010
MINDMANAGER	CN	6781125	July 7, 2010
 [INTERSECTING CIRCLES DESIGN]	CN		
 [BRANCHING SQUARE DESIGN]	JP	5101463	December 28, 2007

 <p>[INTERSECTING CIRCLES DESIGN]</p>	JP	5226852	April 24, 2009
MINDJET CONNECT	JP	5218272	March 27, 2009
 <p>[BRANCHING SQUARE DESIGN]</p>	KR	450022791	March 28, 2008
 <p>[BRANCHING SQUARE DESIGN]</p>	NZ	761399	July 5, 2007
 <p>[BRANCHING SQUARE DESIGN]</p>	ZA	200700206	January 7, 2010
 <p>[BRANCHING SQUARE DESIGN]</p>	ZA	200700207	January 7, 2010

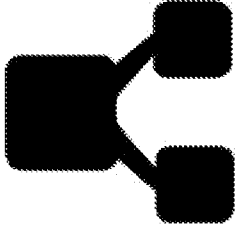
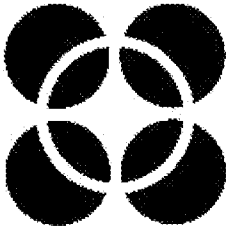

 <p>[BRANCHING SQUARE DESIGN]</p>	CH	556118	March 6, 2007
 <p>[INTERSECTING CIRCLES DESIGN]</p>	CH	584730	March 26, 2009
	CH	575840	August 26, 2008

EXHIBIT D

Mask Works

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