

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 LLC		09/10/2013	LIMITED LIABILITY COMPANY: CALIFORNIA

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: 8

Property Type	Number	Word Mark
Serial Number:	85925760	M
Registration Number:	4061004	M
Registration Number:	3979511	
Registration Number:	3979510	COHUMAN
Registration Number:	3336231	MINDJET
Registration Number:	3844793	MINDJET CATALYST
Registration Number:	2733790	MINDJET
Registration Number:	2539958	MINDMANAGER

CORRESPONDENCE DATA

Fax Number: 4049626571
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 404.885.3335
 Email: ben.wiles@troutmansanders.com

CH \$215.00 85925760

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
Signature:	/Benjamin C. Wiles 63174/
Date:	09/11/2013

Total Attachments: 16

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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 LLC, a California limited liability company (“**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 among Bank and Grantor, MINDJET GMBH, a corporation organized under the laws of Federal Republic of Germany, and SPIGIT, INC., a Delaware corporation 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). 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.

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 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.

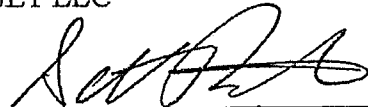
6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the 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:

MINDJET LLC

By: 
Name: *Scott Raskin*
Title: *manager*

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 LLC

By: _____
Name:
Title:

BANK:

SILICON VALLEY BANK

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

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
MINDMANAGER 2012 FOR WINDOWS	TXu001815410	April 4, 2012
MINDMANAGER 8	TX0007071849	May 12, 2009
MINDMANAGER VERSION 9 FOR MAC	TXu001762906	July 5, 2011
JCVGANTT PRO 3.0 FOR MINDMANAGER 7	TX0006928069	December 18, 2007

EXHIBIT B

Patents

<u>Description</u>	<u>Jurisdiction</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SYSTEM, METHOD, AND SOFTWARE APPLICATION FOR DYNAMICALLY GENERATING A LINK TO AN ONLINE PROCUREMENT SITE WITHIN A SOFTWARE APPLICATION	US	8,392,267	March 5, 2013
TASK HIERARCHY IN AN EVENT-DRIVEN COMMUNICATION SYSTEM	US	8,316,371	November 20, 2012
SYSTEM AND METHOD FOR FACILITATING COLLABORATION AND COMMUNICATION IN A VISUAL MAPPING SYSTEM BY TRACKING USER PRESENCE IN INDIVIDUAL TOPICS	US	8,161,396	April 17, 2012
SYSTEM AND METHOD FOR PROVIDING CONTENT-SPECIFIC TOPICS IN A MIND MAPPING SYSTEM	US	8,103,703	January 24, 2012
METHOD FOR CREATING AND TRACKING EXTERNAL SYSTEM DATA VIA A MIND MAP	US	7,702,679	April 20, 2010
SYSTEM, METHOD, AND SOFTWARE APPLICATION FOR DISPLAYING DATA FROM A WEB SERVICE IN A VISUAL MAP	EP	09797203	November 3, 2009

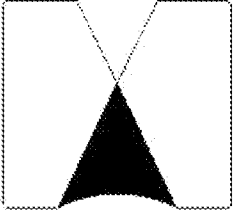

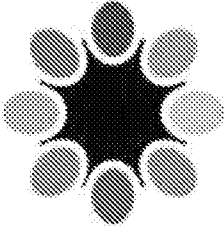

SYSTEM, METHOD, AND SOFTWARE APPLICATION FOR ENABLING A USER TO VIEW AND INTERACT WITH A VISUAL MAP IN AN EXTERNAL APPLICATION	EP	09797202	November 3, 2009
SYSTEM AND METHOD FOR INTEGRATING EXTERNAL SYSTEM DATA IN A VISUAL MAPPING SYSTEM	EP	08859280	December 11, 2008
SYSTEM AND METHOD FOR ENABLING A USER TO SEARCH AND RETRIEVE INDIVIDUAL TOPICS IN A VISUAL MAPPING SYSTEM	EP	08859125	October 1, 2008
SYSTEM, METHOD, AND SOFTWARE APPLICATION FOR ENABLING A USER TO VIEW AND INTERACT WITH A VISUAL MAP IN AN EXTERNAL APPLICATION	PCT	PCT/US2009/005972	November 3, 2009
SYSTEM, METHOD, AND SOFTWARE APPLICATION FOR DISPLAYING DATA FROM A WEB SERVICE IN A VISUAL MAP	PCT	PCT/US2009/005981	November 3, 2009
METHOD FOR CREATING AND TRACKING EXTERNAL SYSTEM DATA VIA A MIND MAP	EP	2132655	January 30, 2013
SYSTEM AND METHOD FOR FACILITATING COLLABORATION AND COMMUNICATION IN A VISUAL MAPPING SYSTEM BY TRACKING USER PRESENCE IN INDIVIDUAL TOPICS	PCT	PCT/US2008/013917	December 18, 2008

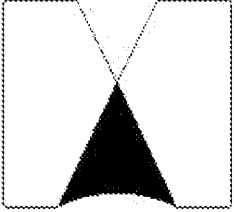

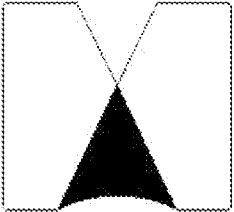
SYSTEM AND METHOD FOR ENABLING A USER TO SEARCH AND RETRIEVE INDIVIDUAL TOPICS IN A VISUAL MAPPING SYSTEM	PCT	PCT/US2008/011371	October 1, 2008
SYSTEM AND METHOD FOR INTEGRATING EXTERNAL SYSTEM DATA IN A VISUAL MAPPING SYSTEM	PCT	PCT/US2008/013611	December 11, 2008
METHOD FOR CREATING AND TRACKING EXTERNAL SYSTEM DATA VIA A MIND MAP	PCT	PCT/US2008/002340	February 22, 2008
SYSTEM AND METHOD FOR GRAPHICALLY ILLUSTRATING EXTERNAL DATA SOURCE INFORMATION IN THE FORM OF A VISUAL HIERARCHY IN AN ELECTRONIC WORKSPACE	EP	05013614	June 23, 2005
SYSTEM AND METHOD FOR GRAPHICALLY ILLUSTRATING EXTERNAL DATA SOURCE INFORMATION IN THE FORM OF A VISUAL HIERARCHY IN AN ELECTRONIC WORKSPACE	US	10/882,556	July 1, 2004
SYSTEM AND METHOD FOR INTEGRATING EXTERNAL SYSTEM DATA IN A VISUAL MAPPING SYSTEM	US	12/001,520	December 12, 2007
SYSTEM AND METHOD FOR ENABLING A USER TO SEARCH AND RETRIEVE INDIVIDUAL TOPICS IN A VISUAL MAPPING SYSTEM	US	12/001,533	December 12, 2007



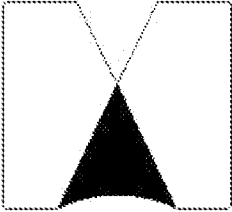

SYSTEM, METHOD, AND SOFTWARE APPLICATION FOR DISPLAYING DATA FROM A WEB SERVICE IN A VISUAL MAP	US	12/291,495	November 10, 2008
SYSTEM, METHOD, AND SOFTWARE APPLICATION FOR ENABLING A USER TO SEARCH AN EXTERNAL DOMAIN WITHIN A VISUAL MAPPING INTERFACE	US	12/291,496	November 10, 2008
SYSTEM, METHOD, AND SOFTWARE APPLICATION FOR ENABLING A USER TO VIEW AND INTERACT WITH A VISUAL MAP IN AN EXTERNAL APPLICATION	US	12/291,515	November 10, 2008
SYSTEM AND METHOD FOR CONFIGURING AN APPLICATION VIA A VISUAL MAP INTERFACE	US	12/378,482	February 13, 2009
SYSTEM, METHOD, AND COMPUTER PROGRAMMING FOR SYNCHRONIZING TASK DATA BETWEEN A VISUAL MAPPING SYSTEM AND A TASK MANAGEMENT SYSTEM	US	13/804,465	March 14, 2013


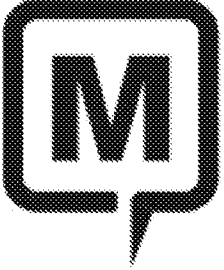
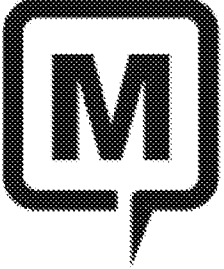

EXHIBIT C

Trademarks

<u>Description</u>	<u>Jurisdiction</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
 [M]	US	85/925,760	May 07, 2013
 [M]	US	4,061,004	November 22, 2011
 [DESIGN ONLY]	US	3,979,511	June 14, 2011
COHUMAN	US	3,979,510	June 14, 2011
 [MINDJET]	US	3,336,231	November 13, 2007
MINDJET CATALYST	US	3,844,793	September 7, 2010
MINDJET	US	2,733,790	July 8, 2003

MINDMANAGER	US	2,539,958	February 19, 2002
 [M DESIGN]	CA	CA163073400	June 12, 2013
MINDJET CATALYST	CA	0801800	July 08, 2011
MINDJET CONNECT	CA	0760518	March 1, 2010
MINDJET	CA	0708841	March 04, 2008
MINDJET	CA	0690807	June 26, 2007
 [MINDJET]	CA	0731138	December 17, 2008
MINDMANAGER X5	CA	0649683	October 5, 2005
THE UNIVERSAL LANGUAGE OF IDEAS	CA	0574642	January 29, 2003
MINDJET VISUAL THINKING	CA	0569448	October 23, 2002
MINDMANAGER	CA	0553288	November 2, 2001
 [DESIGN ONLY]	EC	EC011883246	June 9, 2013

 [M]	EC	009340671	August 31, 2011
MINDJET CATALYST	EC	009016569	September 27, 2010
MINDJET	EC	005077458	April 20, 2007
MINDJET	EC	004766978	October 23, 2006
 [MINDJET]	EC	004766961	January 8, 2007
BRING INFORMATION TO LIFE	EC	004635397	September 1, 2006
MINDMANAGER X5	EC	003268141	January 13, 2005
MINDJET	EC	000935114	December 1, 1999
MINDMANAGER	EC	000935197	December 1, 1999
 [M]	AU	1562093	June 11, 2013
 [M]	AU	1395687	March 24, 2011

MINDJET	AU	1088537	April 18, 2006
MINDJET CATALYST	AU	1353749	November 22, 2010
 [MINDJET]	AU	1088536	April 18, 2006
MINDMANAGER	AU	796497	August 29, 2001
 [M]	CN	8873029	January 7, 2012
 [M]	CN	8873030	January 7, 2012
MINDJET CATALYST	CN		
 [M]	JP	5496154	May 25, 2012
MINDJET	JP	5013992	December 22, 2006
MINDJET CATALYST	JP	5355045	September 17, 2010


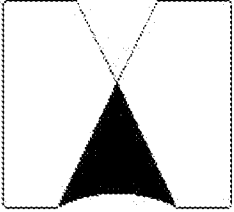

 <p>[MINDJET]</p>	JP	5013994	December 22, 2006
MINDMANAGER	JP	5013993	December 22, 2006
 <p>[M]</p>	CH	569962013	June 11, 2013
MINDJET	CH	570578	April 16, 2008
MINDJET CATALYST	CH	604815	September 8, 2010
MINDJET CONNECT	CH	579203	November 14, 2008
MINDMANAGER	CH	P466257	November 3, 1999
MINDMANAGER SMART	CH	P486008	January 20, 2001
 <p>[M]</p>	CH		

EXHIBIT D

Mask Works

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