

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
BLUOMETAL ARCHITECTS, INC.	FORMERLY Cognicent Solutions, Inc.	09/27/2013	CORPORATION: DELAWARE
REDMETAL, INC.		09/27/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BRIDGE BANK, NATIONAL ASSOCIATION
Street Address:	55 Almaden Boulevard
Internal Address:	Suite 100
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95113
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	85744446	COLLABFACTORY
Serial Number:	85744439	BLUOMETAL ARCHITECTS THE MODERN APPLICAT
Serial Number:	85261463	METALCLOUD
Serial Number:	85744442	BLUOMETAL ARCHITECTS THE MODERN APPLICAT
Serial Number:	85744437	COLLABFACTORY
Serial Number:	85261443	METALCLOUD
Serial Number:	85139775	BLUOMETAL ARCHITECTS
Serial Number:	85139769	BLUOMETAL ARCHITECTS

CORRESPONDENCE DATA

Fax Number: 8585506420  
 Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 858-550-6403  
Email: erin.obrien@cooley.com  
Correspondent Name: Erin O'Brien  
Address Line 1: c/o Cooley LLP  
Address Line 2: 4401 Eastgate Mall  
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	305983-1108 BLUEMETAL
NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	09/27/2013

Total Attachments: 6  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 27, 2013, (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and BLUEMETAL ARCHITECTS, INC., a Delaware corporation formerly known as Cognicient Solutions, Inc. ("BlueMetal"), and REDMETAL, INC., a Delaware corporation ("RedMetal") (each of BlueMetal and RedMetal, a "Grantor", and collectively, "Grantors") is made with reference to the Loan and Security Agreement, dated as of September 27, 2013 (as amended from time to time, the "Loan Agreement"), between Lender and Grantors. Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Loan Agreement..

For good and valuable consideration, receipt of which is hereby acknowledged, each Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, each Grantor grants to Lender a security interest in all right, title, and interest of such Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTORS:**

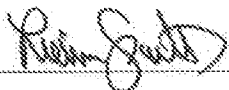
BLUEMETAL ARCHITECTS, INC.

By: 

Name: LIAM SMITH

Title: PRINCIPAL

REDMETAL, INC.

By: 

Name: LIAM SMITH

Title: PRESIDENT

**LENDER:**

BRIDGE BANK, NATIONAL ASSOCIATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices:

Attn: Note Department  
55 Almaden Boulevard, Suite 100  
San Jose, California 95113  
Fax: (408) 282-1681

Address for Notices to all Grantors:

c/o BlueMetal Architects, Inc.  
Attn: Frank Murphy - COO  
44 Pleasant Street, Suite 200  
Watertown, Massachusetts 02472  
Fax: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTORS:**

BLUEMETAL ARCHITECTS, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

REDMETAL, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**LENDER:**

BRIDGE BANK, NATIONAL ASSOCIATION

By:                     C W                    

Name:                     Charles Weber                    

Title:                     Relationship Manager                    

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Attn: Frank Murphy - COO  
44 Pleasant Street, Suite 200  
Watertown, Massachusetts 02472  
Fax: \_\_\_\_\_

EXHIBIT A

COPYRIGHTS

Please Check if No Copyrights Exist

<u>Name of Owner</u>	<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Pre - registered?</u>

## EXHIBIT B

## TRADEMARKS

Please Check if No Trademarks Exist 

<u>Owner</u>	<u>Description:</u>	<u>U.S. Serial Number:</u>	<u>Filing Date</u>	<u>U.S. Registration Number</u>	<u>Registration Date</u>
BlueMetal	COLLABFACTORY	85/744,446	10/03/12	4,386,935	08/20/13
BlueMetal	BLUOMETAL ARCHITECTS THE MODERN APPLICATION COMPANY	85/744,439	10/03/12	4,386,933	08/20/13
BlueMetal	METALCLOUD	85/261,463	03/08/11		
BlueMetal	BLUOMETAL ARCHITECTS THE MODERN APPLICATION COMPANY	85/744,442	10/03/12		
BlueMetal	COLLABFACTORY	85/744,437	10/03/12	4,342,331	05/28/13
BlueMetal	METALCLOUD	85/261,443	03/08/11		
BlueMetal	BLUOMETAL ARCHITECTS	85/139,775	09/28/10	4,168,591	07/03/12
BlueMetal	BLUOMETAL ARCHITECTS	85/139,769	09/28/10	4,168,590	07/03/12

