

## 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
Rainmaker Systems, Inc.		10/29/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	39200 Six Mile Road		
Internal Address:	National Documentation Services, Mail Code 7578		
City:	LIVONIA		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	a Texas banking association: TEXAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4116614	RAINMAKER	
Registration Number:	2754950	R RAINMAKER	
Registration Number:	2577736	VIEWCENTRAL	
Registration Number:	2572606	RAINMAKER SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	7349302494		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	734-930-0121		
Email:	asujek@bodmanlaw.com		
Correspondent Name:	Angela Alvarez Sujek - Bodman PLC		
Address Line 1:	201 South Division, Suite 400		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
NAME OF SUBMITTER:	Angela Alvarez Sujek		

OP \$115.00 4116614

Signature:	/Angela Alvarez Sujek/
Date:	10/31/2013
Total Attachments: 5 source=Rainmaker IPSA#page1.tif source=Rainmaker IPSA#page2.tif source=Rainmaker IPSA#page3.tif source=Rainmaker IPSA#page4.tif source=Rainmaker IPSA#page5.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 29, 2013 by and between COMERICA BANK ("Bank") and RAINMAKER SYSTEMS, INC., a Delaware corporation ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations 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 14, 2012 (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.

B. 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 and Patents to secure the obligations of Grantor under the Loan Agreement.

C. 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the 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 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 Intellectual Property Security Agreement, 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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:

Address of Grantor:

900 East Hamilton, Suite 400  
Campbell, CA 95008

Attn: BRAD PEPPARD

RAINMAKER SYSTEMS, INC.

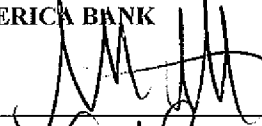
By: 

Title: WORLDWIDE CONTROLLER

Address of Bank:

Comerica Bank  
National Documentation Services  
39200 Six Mile Rd.  
Mail Code 7578  
Livonia, MI 48152

BANK:

COMERICA BANK  
By: 

Title: SWA

**EXHIBIT A**

**Copyrights**

None.

**EXHIBIT B**

**Patents**

None.

**EXHIBIT C**

**Trademarks**

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
RAINMAKER	77/739863	5/19/09	4,116,614	3/27/12
R RAINMAKER (and Design)	76/167777	11/17/00	2,754,950	8/26/03
VIEWCENTRAL	76/151308	10/20/00	2,577,736	6/11/02
RAINMAKER SYSTEMS	75/788130	8/30/99	2,572,606	5/28/02

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