

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
INFORMATION BUILDERS, INC.		01/29/2014	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	275 GROVE STREET, SUITE 2-200
City:	NEWTON
State/Country:	MASSACHUSETTS
Postal Code:	02466
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	4013930	ACTIVE TECHNOLOGIES
Registration Number:	1854475	EDA/SQL
Registration Number:	1652265	FOCUS
Registration Number:	2606298	FOCUS
Registration Number:	2821942	FOCUS
Registration Number:	2989088	FOCUS
Registration Number:	2223450	FOCUS FORECASTING
Registration Number:	2223457	FOCUS FORECASTING
Registration Number:	4057534	HYPERSTAGE
Registration Number:	1881342	INFORMATION BUILDERS
Registration Number:	2475662	INFORMATION BUILDERS
Registration Number:	2552546	INFORMATION BUILDERS
Registration Number:	1884268	INFORMATION BUILDERS
Registration Number:	2778885	IWAY

OP \$715.00 4013930

Registration Number:	2812045	IWAY SOFTWARE
Registration Number:	4302846	OMNI FRAMEWORK
Registration Number:	4306798	OMNI PATIENT
Registration Number:	3755093	OMNIFOCUS
Registration Number:	2234575	PARLAY
Registration Number:	1300245	PC/FOCUS
Registration Number:	2938130	QUICK QUERY
Registration Number:	3592833	RSTAT
Registration Number:	1328130	TABLE TALK
Registration Number:	2056478	WEB390
Registration Number:	2248562	WEBFOCUS
Registration Number:	2685249	WEBFOCUS
Registration Number:	4013931	WEBFOCUS ACTIVE TECHNOLOGIES
Registration Number:	3831741	WEBFOCUS MAGNIFY

CORRESPONDENCE DATA

Fax Number: 8004947512
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 2023704761
Email: ipteam@nationalcorp.com
Correspondent Name: Thomas Fahey
Address Line 1: 1025 Vermont Avenue NW, Suite 1130
Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F148247
NAME OF SUBMITTER:	ANDREW NASH
Signature:	/ANDREW NASH/
Date:	01/29/2014

Total Attachments: 13
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of January 29, 2014 by and between SILICON VALLEY BANK ("Bank") and INFORMATION BUILDERS, INC. ("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 between Bank and Grantor 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, if any (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.

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.

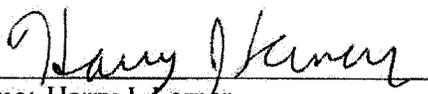
6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York 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:

INFORMATION BUILDERS, INC.

By: 
Name: Harry J. Lerner
Title: Chief Financial Officer

Signature Page to Intellectual Property Security Agreement

TRADEMARK
REEL: 005203 FRAME: 0805

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:

INFORMATION BUILDERS, INC.

By: _____
Name: Harry J. Lerner
Title: Chief Financial Officer

BANK:

SILICON VALLEY BANK

By: *Claudia Canales*
Name: *Claudia Canales*
Title: *VP*

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Focus computer program	TX 5-182-792	9/26/2000
EDA (Client) computer program	TX 5-200-157	10/5/2000
EDA (Server) computer program	TX 5-225-181	10/12/2000
Focus 2: customer class, handouts	TX0000029411	4/27/1978
Focus basic report preparation: tutorial material	TX0000332000	7/13/1979
Focus describing focus files: tutorial material	TX0000332001	7/13/1979
Focus maintaining focus files: tutorial material	TX0000331999	7/13/1979

EXHIBIT B

Patents

Pending U.S. Patent Applications

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Generating a File with Integral Dynamic Reports from Queries to an External Database	12/760,214	4/14/2010
Active Service Bus	11/743,845	5/3/2007

U.S. Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Query Generator for Parallel Processing in Heterogenous Databases	5,590,319	12/31/1996
System and Method for Providing Interoperability Among Heterogenous Object Systems	5,732,270	3/24/1998
System and Method for Providing Interoperability Among Heterogenous Object Systems	6,349,343	2/19/2002
Framework for Adapter used in Enterprise Application Integration	7,421,709	9/2/2008
Method Of Producing Electronically Readable Documents With Updatable Pie Charts	7,714,861	5/11/2010

EXHIBIT C

Trademarks

U.S. Trademark Registrations

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ACTIVE TECHNOLOGIES	4,013,930	8/16/2011
EDA/SQL	1,854,475	9/20/1994
FOCUS	1,652,265	7/30/1991
FOCUS	2,606,298	8/13/2002
FOCUS	2,821,942	3/16/2004
FOCUS	2,989,088	8/30/2005
FOCUS FORECASTING	2,223,450	2/16/1999
FOCUS FORECASTING	2,223,457	2/16/1999
HYPERSTAGE	4,057,534	11/15/2011
INFORMATION BUILDERS	1,881,342	2/28/1995
INFORMATION BUILDERS	2,475,662	8/7/2001
INFORMATION BUILDERS	2,552,546	3/26/2002
INFORMATION BUILDERS and Design	1,884,268	3/14/1995
IWAY	2,778,885	11/4/2003
IWAY SOFTWARE	2,812,045	2/10/2004
OMNI FRAMEWORK	4,302,846	3/12/2013
OMNI PATIENT	4,306,798	3/19/2013
OMNIFOCUS	3,755,093	3/2/2010
PARLAY	2,234,575	3/23/1999
PC/FOCUS	1,300,245	10/16/1984
QUICK QUERY	2,938,130	4/5/2005
RSTAT	3,592,833	3/17/2009
TABLE TALK	1,328,130	4/2/1985
WEB390	2,056,478	4/22/1997
WEBFOCUS	2,248,562	6/1/1999
WEBFOCUS	2,685,249	2/11/2003
WEBFOCUS ACTIVE TECHNOLOGIES	4,013,931	8/16/2011
WEBFOCUS MAGNIFY	3,831,741	8/10/2010

Pending Foreign Trademark Applications

<u>Country</u>	<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Brazil	DATA MIGRATOR	823,663,191	3/19/2001
Brazil	FOCUS	822,889,854	6/28/2000
China	WEBFOCUS	7,544,484	7/15/2009
India	WEBFOCUS	1,752,789	11/11/2008
Venezuela	FOCUS	4057/99	3/12/1999
Venezuela	WEBFOCUS	4059/99	3/12/1999

Foreign Trademark Registrations

<u>Country</u>	<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Argentina	FOCUS	1.851.370	11/12/2001
Argentina	WEBFOCUS	2,008,898	2/2/2005
Australia	FOCUS	A371785	2/18/1982
Australia	FOCUS	A566062	10/28/1991
Australia	INFOBUILD	1037925	1/17/2005
Australia	INFORMATION BUILDERS	787,985	3/10/1999
Australia	IWAY	865883	2/13/2001
Australia	PARLAY	787983	3/10/1999
Australia	WEBFOCUS	787138	3/2/1999
Benelux	EDA and Design	0,631,527	4/22/1998
Benelux	FOCUS and Design	454766	12/19/1988
Benelux	INFORMATION BUILDERS and Design	582,483	10/17/1995
Benelux	WEBFOCUS	0,608,383	5/12/1997
Benelux	WEBFOCUS and Design	0,631,524	4/22/1998
Brazil	FOCUS	813.453.151	11/7/2005
Brazil	INFOBUILD	830.201.289	9/27/2011
Brazil	INFORMATION BUILDERS	816725349	8/12/1997
Brazil	INFORMATION BUILDERS	821.521.110	10/1/2002
Brazil	IWAY	823,589,331	12/12/2006
Brazil	WEBFOCUS	821.442.040	8/25/2009
Brazil	WEBFOCUS	821 442 058	9/8/2010
Canada	FOCUS	TMA523,347	2/17/2000
Canada	INFORMATION BUILDERS	TMA537,841	11/28/2000
Canada	IWAY	TMA578,067	3/25/2003
Canada	PARLAY	TMA543,059	3/26/2001
Canada	SNAPPACK	499,119	8/25/1998
Canada	WALDO	TMA534,075	10/4/2000
Canada	WEBFOCUS	TMA544,341	5/1/2001

Canada	WORLD MART	TMA533,916	9/29/2000
Chile	INFORMATION BUILDERS	663,362	4/21/2003
Chile	IWAY	663,974	4/28/2003
Chile	WEBFOCUS	663,973	4/28/2003
China	INFOBUILD	3,466,699	7/21/2004
China	INFORMATION BUILDERS	3,466,700	7/21/2004
China	IWAY	3,466,701	12/28/2006
Denmark	INFOBUILD	VR 2004 02553	8/10/2004
Estonia	INFOBUILD	41,675	9/27/2005
European Community	EDA/SQL and Design	68,486	3/10/1999
European Community	FOCUS	3,448,362	3/5/2010
European Community	FOCUS and Design	000068585	4/1/1996
European Community	FOCUS and Design	000068585	11/18/1999
European Community	INFOBUILD	4,238,581	1/20/2006
European Community	INFORMATION BUILDERS and Design	68,544	1/26/1999
European Community	IWAY	1760248	7/13/2000
European Community	WEBFOCUS	558650	5/11/1999
European Community	WEBFOCUS	3,448,181	10/21/2003
European Community	WEBFOCUS and Design	000963611	10/9/2000
Finland	INFOBUILD	225619	10/31/2002
France	FOCUS	1,621,382	10/16/1980
France	FOCUS	1,714,875	12/26/1991
Hong Kong	FOCUS	16609/2000	3/2/1999
Hong Kong	IWAY	300,379,495	4/4/2003
Hong Kong	WEBFOCUS	B13530/2000	3/2/1999
India	FOCUS	501638	12/1/1995
Ireland	FOCUS	139,050	1/8/1990
Israel	FOCUS	126,108	2/28/1999
Israel	INFOBUILD	177,555	1/9/2005
Israel	INFOBUILD		1/9/2005
Israel	IWAY	146,832	2/15/2001
Israel	WEBFOCUS	126,110	2/28/1999
Japan	INFORMATION BUILDERS	4,384,594	5/19/2000
Japan	IWAY	4,818,986	11/19/2004
Japan	Logo	2,532,291	4/28/1993
Japan	WEBFOCUS	4,374,782	4/7/2000

Latvia	INFOBUILD	M54875	4/20/2005
Lithuania	INFOBUILD	51,650	10/9/2006
Madrid Protocol	Logo (Circle with stripes)	702617	10/21/1998
Madrid Protocol	WEBFOCUS	686,157A	12/10/1997
Madrid Protocol	WEBFOCUS and Design	702620A	10/21/1998
Madrid Protocol	WEBFOCUS and Design	702620B	10/21/1998
Mexico	FOCUS	826,844	3/4/1998
Mexico	INFOBUILD	879,816	5/16/2005
Mexico	INFOBUILD	881,872	5/16/2005
Mexico	INFORMATION BUILDERS	632,100	10/29/1999
Mexico	IWAY	699,864	3/2/2001
Mexico	WEBFOCUS	605,630	3/31/1999
New Zealand	IWAY	632,285	2/13/2001
New Zealand	WEBFOCUS	810,301	7/30/2009
Norway	INFOBUILD	231,685	3/29/2006
Republic of Korea	INFOBUILD	14,464	12/1/2005
Republic of Korea	IWAY	0539362	1/15/2003
Republic of Korea	WEBFOCUS	471,344	6/7/2000
Russia	FOCUS	378,165	4/29/2009
Russia	FOCUS	415,337	8/5/2010
Russia	INFOBUILD	357,069	8/12/2008
Russia	INFOBUILD	387504	8/21/2009
Russia	INFORMATION BUILDERS	357,068	8/12/2008
Russia	INFORMATION BUILDERS	390,322	10/1/2009
Russia	IWAY	375,938	3/31/2009
Russia	IWAY	425,565	12/14/2010
Russia	WEBFOCUS	357,070	8/12/2008
Russia	WEBFOCUS	388,726	9/7/2009
Singapore	EDA	T99/02000C	3/2/1999
Singapore	FOCUS	T85/00451E	2/1/1985
Singapore	INFOBUILD	T05/01864H	2/11/2005
Singapore	INFOBUILD	T05/01864F	2/11/2005
Singapore	IWAY	TOI /02304A	2/19/2001
Singapore	WEBFOCUS	T99/01999D	3/2/1999
South Africa	FOCUS	95/07706	10/8/1998
South Africa	INFOBUILD	95/07709	6/19/1995
South Africa	INFOBUILD and Design	95/07710	6/19/1995
South Africa	IWAY	2001/02404	2/13/2001
South Africa	WEBFOCUS	1999/03392	3/3/1999
Spain	INFORMATION BUILDERS	122,034/9	9/2/1991

	IBERICA, S.A.		
Spain	INFORMATION BUILDERS IBERICA, S.A.	2,960,151	12/21/2010
Sweden	FOCUS	161,243	4/13/1977
Sweden	FOCUS	300,497	4/13/1995
Sweden	INFOBUILD	370,017	1/14/2005
Switzerland	FOCUS	545,646	3/13/2006
Switzerland	INFOBUILD	531,344	1/10/2005
Taiwan	INFOBUILD	01191224	1/1/2006
Taiwan	IWAY	987,655	3/1/2002
Taiwan	WEBFOCUS	00915924	12/1/2000
Turkey	IWAY	2001 003646	2/23/2001
Turkey	WEBFOCUS	2004 026,552	8/23/2004
U.K.	FOCUS and Design	1362427	10/27/1988
U.K.	FOCUS and Design	1362428	10/27/1988
U.K.	FOCUS and Design	1384137	5/13/1989
Venezuela	INFOBUILD	P-230,799	1/19/2001
Venezuela	IWAY	P-238198	6/28/2002

EXHIBIT D

Mask Works

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