

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Invistics Corporation		04/20/2005	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank		
<b>Street Address:</b>	3343 Peachtree Road, N.E.		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30326		
<b>Entity Type:</b>	Bank:		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2656723	FLOW PATH MANAGEMENT SYSTEM	
<b>Serial Number:</b>	76570700	INVISTICS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)527-4198		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	404-527-4000x4649		
<b>Email:</b>	mlaip@mckennalong.com		
<b>Correspondent Name:</b>	Patricia Rogers		
<b>Address Line 1:</b>	303 Peachtree Street, N.E.		
<b>Address Line 2:</b>	Suite 5300		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30308		
<b>NAME OF SUBMITTER:</b>	Patricia Rogers		
<b>Signature:</b>	/progers/		
<b>Date:</b>	04/20/2005		

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**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and Invistics Corporation ("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 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

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 Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D 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.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

ATLANTA:4717897.4

**TRADEMARK**  
**REEL: 003069 FRAME: 0766**

Address of Grantor:

5445 Triangle Rwy  
Suite 300  
Norcross, GA 30092

Attn: Scott Geller

Address of Bank:

3343 Peachtree Road, N.E.  
Atlanta, GA 30326

Attn: Thomas Armstrong

GRANTOR:

Invistics Corporation

By: Scott Geller

Title: CEO

BANK:

SILICON VALLEY BANK

By: Chill

Title: SVP

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None

ATLANTA:4717897.4

**TRADEMARK**  
**REEL: 003069 FRAME: 0768**

EXHIBIT B

Patents

<u>Title/Description</u>	<u>Inventor Name(s)</u>	<u>Confirmation Number (4-digits)</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Provisional: Systems & Methods for Improving Planning Scheduling and Supply Chain Mgmt			60/418,399.	
Pending PCT Int'l Applic: Systems & Methods for Improving Planning Scheduling and Supply Chain Mgmt			PCT/US03/32493.	
Pending Non-Provisional Applic: Systems & Methods for Improving Planning Scheduling and Supply Chain Mgmt			10/685,670.	

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EXHIBIT C

Trademarks

Title/Description

Registration/  
Application  
Number

Registration/  
Application  
Date

Service Marks :

Flow Path Management System

Reg # 2,656,723.

Invistics

76/570,700.

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EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

N/A

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