

07-08-2005

FORM PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 05/31/2002)

7-5-05

RECORD/
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103035994

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Perficient Genisys, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: **Silicon Valley Bank**
Internal Address: HA155

Street Address: 3003 Tasman Drive

City: Santa Clara State: CA ZIP: 95054

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

06/03/05

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State-**DE**
 Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

Additional numbers attached? Yes No

B. Trademark No.(s)
2,587,442

2005 JUN -5 AM 11:28
OPR/FINANCE

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Silicon Valley Bank**
Internal Address: Loan Documentation HA155
Street Address: 3003 Tasman Dr.
City: Santa Clara State: Ca ZIP: 95054

6. Total number of applications and registrations involved: **1**

7. Total fee (37 CFR 3.41): **\$40.00**
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

07/07/2005 DRYRME 00000011 2587442 DO NOT USE THIS SPACE
01 FC:8521 40.00 DP **400**

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Maribel Higareda
Name of Person Signing Maribel Higareda Signature **4/29/05** Date

Amy Wikert

Total number of pages including cover sheet, attachments, and document:
Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 003189 FRAME: 0905

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement dated as of the Effective Date (as defined in the Loan Agreement) is between SILICON VALLEY BANK ("SVB"), in its capacity as administrative agent ("Agent") and as a lender, and KEYBANK NATIONAL ASSOCIATION (collectively with SVB, the "Lenders") and PERFICIENT GENISYS, INC. ("Grantor").

RECITALS

A. Lenders will make advances to Grantor ("Loans") as described in the Amended and Restated Loan and Security Agreement (the "Loan Agreement"), but only if Grantor grants Agent, for the benefit of Lenders, a security interest in its Copyrights, Trademarks, Patents, and Mask Works and other intellectual property (the "Intellectual Property Collateral").

B. Grantor has granted Agent, for the benefit of Lenders, a security interest in all of its right, title and interest, presently existing or later acquired to all the Collateral.

AGREEMENT


Grantor grants Agent, for the benefit of Lenders, a security interest in all of its right, title and interest in its Intellectual Property-Collateral (such as the Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C and D), and all proceeds (such as license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements rights throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part.

This security interest is granted in conjunction with the security interest granted under the Loan Agreement. Agent's and Lenders' rights and remedies in the security interest are in addition to those in the Loan Agreement and the other Loan Documents, and those available in law or equity. Agent's and Lenders' rights powers and interests are cumulative with every right, power or remedy provided here. Agent's and Lenders' exercise of its rights, powers or remedies in this Agreement, the Loan Agreement or any other Loan Document, does not preclude the simultaneous or later exercise of any or all other right, power or remedy.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

BORROWER:

PERFICIENT GENISYS, INC.

By: 
Name: John T. McDonald
Its: Chief Executive Officer

LENDERS

KEYBANK NATIONAL ASSOCIATION

By: _____
Name: _____
Its: _____

Date: _____

SILICON VALLEY BANK

By: _____
Name: _____
Its: _____

Date: _____

AGENT

SILICON VALLEY BANK

By: _____
Name: _____
Its: _____

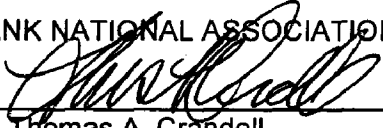
BORROWER:

PERFICIENT GENISYS, INC.

By: _____
Name: _____
Its: _____

LENDERS

KEYBANK NATIONAL ASSOCIATION

By: 
Name: Thomas A. Crandell
Its: Senior Vice President

Date: June 3, 2005

SILICON VALLEY BANK

By: _____
Name: _____
Its: _____

Date: _____

AGENT

SILICON VALLEY BANK

By: _____
Name: _____
Its: _____

BORROWER:

PERFICIENT GENISYS, INC.

By: _____
Name: _____
Its: _____

LENDERS

KEYBANK NATIONAL ASSOCIATION

By: _____
Name: _____
Its: _____

Date: _____

SILICON VALLEY BANK

By: Philip A. Light
Name: Philip A. Light
Its: Vice President

Date: 6/3/05

AGENT

SILICON VALLEY BANK

By: Philip A. Light
Name: Philip A. Light
Its: Vice President

EXHIBIT A

Copyrights

NONE

3932413v.3

TRADEMARK
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EXHIBIT B

Patents

NONE

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
Genisys	2587442	July 2, 2002

EXHIBIT D

Mask Works

NONE

3932413v.3

RECORDED: 07/05/2005

**TRADEMARK
REEL: 003189 FRAME: 0913**