

07-08-2005



103035995

FORM PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 05/31/2002)

7-5-05

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 Meritage, Inc. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other		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	
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____		<input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State- DE <input type="checkbox"/> Other	
06/03/05			

4. Application number(s) or registration number(s):	
A. Trademark Application No.(s)	B. Trademark No.(s)
	2,742,885
	2,729,749

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:		6. Total number of applications and registrations involved: 2	
Name: Silicon Valley Bank Internal Address: Loan Documentation HA155 Street Address: 3003 Tasman Dr. City: Santa Clara State: Ca ZIP: 95054		7. Total fee (37 CFR 3.41): \$65.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account	
		8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)	

DO NOT USE THIS SPACE

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.

07/07/2005 DBYRNE 00000010 2742885

01 FC:8521 40.00 OP
02 FC:10522 25.00 OP

Name of Person Signing

Signature

Date

Amy McKert

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: 0916

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 MERITAGE, 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 MERITAGE, 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: _____

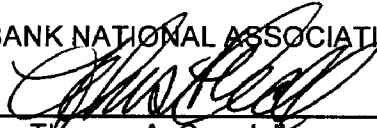
BORROWER:

PERFICIENT MERITAGE, 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 MERITAGE, INC.

By: _____
Name: _____
Its: _____

LENDERS

KEYBANK NATIONAL ASSOCIATION

By: _____
Name: _____
Its: _____

Date: _____

SILICON VALLEY BANK

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

Date: 6/2/05

AGENT

SILICON VALLEY BANK

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

EXHIBIT A

Copyrights

NONE

3932413v.3

TRADEMARK
REEL: 003189 FRAME: 0921

EXHIBIT B

Patents

NONE

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
Asset Allocation	2742885	July 29, 2003
Meritage Technologies	2729749	June 24, 2003

EXHIBIT D

Mask Works

NONE

3932413v.3

RECORDED: 07/05/2005

**TRADEMARK
REEL: 003189 FRAME: 0924**