

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
I-LOGIX INC.		12/22/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Comerica Bank
Street Address:	75 East Trimble Road
Internal Address:	Mail Code 4770
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95131
Entity Type:	BANK: UNITED STATES
Name:	Comerica Bank
Street Address:	75 East Trimble Road
Internal Address:	Mail Code 4770
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95131
Entity Type:	BANK: MICHIGAN

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2690229	I-LOGIX
Registration Number:	2690225	I-LOGIX
Registration Number:	2694960	I-LOGIX
Registration Number:	2866742	INOTION
Registration Number:	2134283	RHAPSODY
Registration Number:	1489994	STATEMATE

CH \$165.00 2690229

CORRESPONDENCE DATA

Fax Number: (415)836-2501

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 4158361572

Email: andrea.charvet@dlapiper.com

Correspondent Name: DLA Piper Rudnick Gray Cary LLP

Address Line 1: 153 Townsend Street, Suite 800

Address Line 2: Andrea Charvet

Address Line 4: San Francisco, CALIFORNIA 94107

NAME OF SUBMITTER:	Andrea Charvet
Signature:	/Andrea Charvet/
Date:	01/27/2006

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 22, 2005 by and between COMERICA BANK ("Bank") and I-LOGIX 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 of even date herewith (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 and Patents 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 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 Grantor and Bank, 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 Schedules 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.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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:

I-LOGIX INC.

Address of Grantor:

3 Riverside Drive
Andover, MA 01810

Attn: Chief Executive Officer

By: _____

Title: _____

William R. Jones
Chief Financial Officer

BANK:

COMERICA BANK

Address of Bank:

75 East Trimble Road
Mail Code 4770
San Jose, California 95131

Attn: Manager

By: _____

Title: _____

Chris [Signature]
FIRST VICE PRESIDENT

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
NONE		

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/ Application Number</u>	<u>Issue/ Application Date</u>
System, method and medium for providing dynamic model-code associativity	10/459,712	06/12/2003
Computerized system and method for web enabling and/or web management of embedded applications	10/247,815	09/20/02

EXHIBIT C

Trademarks

Issued Trademark Registration

<u>Mark</u>	<u>Country</u>	<u>Class</u>	<u>Registration No.</u>	<u>Registration Date</u>
I-LOGIX	European Community	9, 41, 42	2588564	11/23/04
I-LOGIX	Japan	9, 41, 42	4866337	05/27/05
I-LOGIX	United States	9	2690229	02/25/03
I-LOGIX	United States	41	2690225	02/25/03
I-LOGIX	United States	42	2694960	03/11/03
INOTION	United States	9	2866742	07/27/04
RHAPSODY	Canada	9	510389	04/01/99
RHAPSODY	European Community	9	532457	05/12/97
RHAPSODY	Japan	9	4379112	04/28/00
RHAPSODY	Korea	9	414783	08/06/98
RHAPSODY	Taiwan	9	815148	09/01/98
RHAPSODY	United States	9	2134283	02/03/98
STATEMATE	United States	9	1489994	05/31/88