

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OUTTASK LLC		01/24/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	75 E. TRIMBLE ROAD		
Internal Address:	MC 4770		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95131		
Entity Type:	Michigan Banking Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2677285	CLIQBOOK	
Registration Number:	2019598	VINNET	
CORRESPONDENCE DATA			
Fax Number:	(858)550-6420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	858-550-6403		
Email:	erin.obrien@cooley.com		
Correspondent Name:	Erin O'Brien		
Address Line 1:	4401 Eastgate Mall		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	036703-1161 OUTTASK TM		
NAME OF SUBMITTER:	Erin O'Brien		

CH \$65.00 2677285

Signature:	/Erin O'Brien/
Date:	02/03/2006
Total Attachments: 5 source=Outtask IPSA to file#page1.tif source=Outtask IPSA to file#page2.tif source=Outtask IPSA to file#page3.tif source=Outtask IPSA to file#page4.tif source=Outtask IPSA to file#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 24, 2006 by and between COMERICA BANK ("**Bank**") and OUTTASK LLC, a Delaware limited liability company ("**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 Amended and Restated Loan and Security Agreement by and among Bank, Grantor, CONCUR TECHNOLOGIES, INC. and CAPTURA SOFTWARE, INC. (collectively, with Grantor, "**Borrowers**"), as amended from time to time, 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).

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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure Borrowers' Obligations under the Loan Agreement and 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 **Exhibits 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, and Grantor and Bank hereby acknowledge and agree that the grant of the security interest hereunder to Bank, and the rights and remedies of Grantor with respect to the Intellectual Property Collateral, are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference. 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.

Address of Grantor:

18400 NE Union Hill Road
Redmond, WA 98052

Attn: Legal Department

GRANTOR:

OUTTASK LLC.

By: 

Title: PRESIDENT

Address of Bank:

75 E. Trimble Road, MC 4770
San Jose, CA 95131

BANK:

COMERICA BANK

By: 

Title: AVP

EXHIBIT A

Copyrights

Description	Registration Number	Registration Date
Open Hire – recruitment management application	TX5488929	04/10/2002

EXHIBIT B

Patents

Description	Application Number	Application Date
System and method for managing booking and expensing of travel products and services	10/270,672	06/26/03
System and method for integrated travel and expense management	10/373,096	08/26/04
System and method for expense management	11/159,398	06/23/05

EXHIBIT C

Trademarks

Description	Registration/ Application Number	Registration/ Application Date
Cliqbook	2,677,285	01/21/2003
Vinnet	2,019,598	11/26/96