

11-25-2005



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**RECORDATION
TRAD**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Prosero Incorporated

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

Citizenship (see guidelines) **U.S.**

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s)

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: **Comerica Bank**

Internal

Address: **Corporate Banking Center**

Street Address: **333 W. Santa Clara St.**

City: **San Jose**

State: **California**

Country: **U.S.A.**

Zip: **95113**

- Association
- General Partnership
- Limited Partnership
- Corporation

Other **Bank** Citizenship **U.S.**

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

78336396 (Application for registration of Service Mark: PROSERO)

B. Trademark Registration No.(s)

See attached sheet.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: **Lynn Hough**

Internal Address: **Comerica Bank**

Street Address: **11921 Freedom Dr
Suite 920**

City: **Reston**

State: **Virginia** Zip: **20190**

Phone Number: **703.464.7229**

Fax Number: **703.467.9308**

Email Address: **Lynn.M.Hough@comerica.com**

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$115.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers **N/A**
Expiration Date

b. Deposit Account Number **N/A**

Authorized User Name

9. Signature:

John C. Henry, Esq.

Name of Person Signing

Signature

Date

11/17/05

Total number of pages including cover sheet, attachments, and document: **7**

11/23/2005 BYRNE 00000024 2439285

01 FC:8521
02 FC:8522

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

4.B. Trademark Registration Numbers and Descriptions

Reg. # 2,439,285 (Certificate of Registration for FACILITYPRO.COM name)

Reg. #2,554,014 (Certificate of Registration for FACILITYPRO name)

Reg. #2,650,189 (Certificate of Registration for MARKETPLACE FOR THE WORKPLACE tagline)

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 15, 2004 by and between COMERICA BANK ("Bank") and PROSERO INCORPORATED, a Delaware 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 December 16, 2002 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). In connection with the Loan Agreement, Grantor has entered into that certain Negative Pledge Agreement, dated as of December 16, 2002 (the "Negative Pledge Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement. The Bank and Grantor have entered into a Waiver and Third Amendment to Loan and Security Agreement dated as of the date hereof (the "Waiver and Third Amendment").

B. Bank is willing to make the Loans to Grantor and grant the waivers and amendments set forth in the Waiver and Third Amendment, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in all Intellectual Property, including, without limitation, Copyrights, Trademarks and Patents, to secure the obligations of Grantor under the Loan Agreement.

C. 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 Bank and Grantor, 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 (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, and all of Borrower's Intellectual Property shall be considered Collateral for purposes of 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 Intellectual Property Security Agreement supercedes and replaces the Negative Pledge Agreement, and, subsequent to the date hereof, the Negative Pledge Agreement shall be of no further force or effect.

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:

Address of Grantor:

1200 Ashwood Parkway, Suite 450
Atlanta, GA 30338

Attn: Vice President, Finance

PROSERO INCORPORATED

By: 

Name: Kevin F. Cunningham

Title: Vice President, Finance & Accounting

BANK:

Address of Bank:

333 W. Santa Clara Street
San Jose, CA 95113

Attn: Corporate Banking Center

COMERICA BANK

By: 

Title: VP

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Spend Tracker Business Logic Layer	Txu-1-018-398	September 12, 2001
Spend Tracker Date Access Layer	Txu-1-018-394	September 12, 2001
Spend Tracker Import Business/Data Access Layer	Txu-1-018-395	September 12, 2001
Spend Tracker Import Module	Txu-018-393	September 12, 2001
Spend Tracker Presentation Layer	Txu-1-018-399	September 12, 2001
Spend Tracker Reporting Module	Txu-1-018-396	September 12, 2001
Spend Tracker Stored Procedures	Txu-018-397	September 12, 2001

EXHIBIT B

Patents

Description
None

Registration/
Application
Number

Registration/
Application/
Date

Washington/145073.2

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Service Mark: FACILITYPRO.COM name: Certificate of Registration	Reg #2,439,285	March 27, 2001
Service Mark: FACILITYPRO name – Certificate of Registration	Reg #2,554,014	March 26, 2002
Service Mark: MARKETPLACE FOR THE WORKPLACE tagline, Certificate of Registration	Reg #2,650,189	November 12, 2002
Service Mark: PROSERO name – Application for Registration of Service Mark, PROSERO	Application #78336396	December 4, 2003

Washington/145073.2

RECORDED: 11/22/2005

TRADEMARK
REEL: 003258 FRAME: 0840