

07-27-2006

FORM PTO-1594
(Rev. 07/05)
OMB No. 0651-0027 (exp. 06/30/2008)



U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

103281943

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

7-25-06

1. Name of conveying party(ies):

Logical Apps, Inc.

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

Additional name(s) of conveying parties attached? Yes No

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

Execution Date(s): 2/25/2005

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

2. Name and address of receiving party(ies):

Additional name(s) of conveying parties attached? Yes No

Name: **Silicon Valley Bank**
 Internal Address: **Loan Documentation HF 154**
 Street Address: **3003 Tasman Dr.**
 City: **Santa Clara**
 State: **CA**
 Country: **US**
 Zip: **95054**

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other Citizenship

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)

78/794,312 78/792,930

78/792,979 78/675,773

78/792,966 78/675,725

78/792,956

78/792,939

B. Trademark Registration No.(s)

2,847,370

2,857,532

2,857,531

2,938,661

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

Additional sheets attached? Yes No

SEE ATTACHED EXHIBIT C

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

Name: **Silicon Valley Bank**
 Internal Address: **Loan Collateral HF154**
 Street Address: **3003 Tasman Dr.**
 City: **Santa Clara** State: **CA** ZIP: **95054**
 Phone Number: **(408) 654-4042**
 Fax Number: **(408) 654-6313**
 Email Address: **ldc@svbank.com**

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$ 315.00

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

8. Payment Information:

- a. Credit Card Last 4 Numbers
Expiration Date
- b. Deposit Account Number
Authorized User Name

9. Signature. Lana Lowe

Signature

7/20/06

Date

Lana Lowe

c/o A Ashley Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 19

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:

OFFICE OF PUBLIC RECORDS
 2006 JUL 25 PM 3:27
 FINANCE SECTION
 00000000 78794312
 00000000
 01 FC:8521
 02 FC:8522

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 25, 2005 by and between SILICON VALLEY BANK ("Bank") and LOGICAL APPS, INC. ("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 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, Patents, and Mask Works 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, 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, Trademarks and Mask Works listed on Schedules A, B, C, and D 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.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

LOGICAL APPS, INC.

By:  _____

Title: CEO

BANK:

SILICON VALLEY BANK

By:  _____

Title: Relationship Manager

EXHIBIT A

The Collateral consists of all of Borrower's right, title and interest in and to all of Borrower's personal property, including without limitation the following:

All goods and equipment now owned or hereafter acquired, including, without limitation, all machinery, fixtures, vehicles (including motor vehicles and trailers), and any interest in any of the foregoing, and all attachments, accessories, accessions, replacements, substitutions, additions, and improvements to any of the foregoing, wherever located;

All inventory, now owned or hereafter acquired, including, without limitation, all merchandise, raw materials, parts, supplies, packing and shipping materials, work in process and finished products including such inventory as is temporarily out of Borrower's custody or possession or in transit and including any returns upon any accounts or other proceeds, including insurance proceeds, resulting from the sale or disposition of any of the foregoing and any documents of title representing any of the above;

All contract rights and general intangibles now owned or hereafter acquired, including, without limitation, goodwill, trademarks, servicemarks, trade styles, trade names, patents, patent applications, leases, license agreements, franchise agreements, blueprints, drawings, purchase orders, customer lists, route lists, infringements, claims, computer programs, computer discs, computer tapes, literature, reports, catalogs, design rights, income tax refunds, payments of insurance and rights to payment of any kind;

All now existing and hereafter arising accounts, contract rights, royalties, license rights and all other forms of obligations owing to Borrower arising out of the sale or lease of goods, the licensing of technology or the rendering of services by Borrower, whether or not earned by performance, and any and all credit insurance, guaranties, and other security therefor, as well as all merchandise returned to or reclaimed by Borrower;

All documents, cash, deposit accounts, securities, securities entitlements, securities accounts, investment property, financial assets, letters of credit, letter-of-credit rights, commercial tort claims, certificates of deposit, instruments and chattel paper now owned or hereafter acquired and Borrower's Books relating to the foregoing; and

All copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished, now owned or hereafter acquired; all trade secret rights, including all rights to unpatented inventions, know-how, operating manuals, license rights and agreements and confidential information, now owned or hereafter acquired; all mask work or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired; all claims for damages by way of any past, present and future infringement of any of the foregoing; and

All Borrower's Books relating to the foregoing and any and all claims, rights and interests in any of the above and all substitutions for, additions and accessions to and proceeds thereof.

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Active Governance Platform	78/794,312	01/18/2006
Active Access Governor	78/792,979	01/17/2006
Active Data Governor	78/792,966	01/17/2006
Active Policy Governor	78/792,956	01/17/2006
Business Integrity Through Embedded Governance	78/792,939	01/17/2006
Integrity Health Check	78/792,930	01/17/2006
Active Control	78/675,773	07/21/2005
Active Compliance	78/675,725	07/21/2005
AppsRules	2,847,370	06/01/2004
Appscreate	2,857,532	06/29/2004
Logicalapps	2,857,531	06/29/2004
Appsflow	2,938,661	04/05/2005

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date