

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Amendment Number One to Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
VITRIA TECHNOLOGY, INC.		03/31/2010	CORPORATION: DELAWARE
VITRIA TECHNOLOGY INTERNATIONAL, INC.		03/31/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WELLS FARGO CAPITAL FINANCE, INC., formerly known as Wells Fargo Foothill, Inc., as Agent		
<b>Street Address:</b>	2450 Colorado Avenue, Suite 3000W		
<b>City:</b>	Santa Monica		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90404		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3513991	M3O	
<b>Registration Number:</b>	3541614	M3O	
<b>Registration Number:</b>	3719434	OPERATIONS BOOK	
<b>Serial Number:</b>	77480229	STREAMXQUERY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(213)627-0705		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	213.683.5698		
<b>Email:</b>	MinetteTayco@paulhastings.com		
<b>Correspondent Name:</b>	Minette M. Tayco		
<b>Address Line 1:</b>	515 S. Flower St., 25th Floor		
<b>Address Line 2:</b>	Paul, Hastings, Janofsky & Walker LLP		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071		

**CH \$115.00 3513991**

ATTORNEY DOCKET NUMBER:	WFCF/VITRIA (45035.00239)
NAME OF SUBMITTER:	Minette M. Tayco
Signature:	/Minette M. Tayco/
Date:	04/01/2010
<b>Total Attachments: 4</b> source=WFCF_Vitria - Amendment Number One to Trademark Security Agreement#page1.tif source=WFCF_Vitria - Amendment Number One to Trademark Security Agreement#page2.tif source=WFCF_Vitria - Amendment Number One to Trademark Security Agreement#page3.tif source=WFCF_Vitria - Amendment Number One to Trademark Security Agreement#page4.tif	

**AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT**

This **AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT**, dated as of March 31, 2010 (this "Amendment"), is delivered pursuant to Section 5 of that certain Trademark Security Agreement, dated as of March 30, 2007 (as amended, restated or otherwise modified from time to time, the "Trademark Security Agreement"), among the grantors listed on the signature pages thereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO CAPITAL FINANCE, INC.**, formerly known as Wells Fargo Foothill, Inc., a California corporation, as the arranger and administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent"). All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Trademark Security Agreement, which by this reference is incorporated herein.

WHEREAS, Grantors and Agent are parties to that certain Trademark Security Agreement;  
and

WHEREAS, Grantors and Agent wish to amend the Trademark Security Agreement by adding certain Trademarks to the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. Each Grantor and Agent hereby agree that the Trademarks listed on Schedule I attached hereto shall be and become part of the Trademark Collateral referred to in the Trademark Security Agreement and Schedule I attached thereto and shall secure all Secured Obligations.
2. Each Grantor hereby: (a) reaffirms all prior grants of security interests in favor of Agent in all of such Grantor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule I to the Trademark Security Agreement prior to the effectiveness of this Amendment; (b) grants, assigns, transfers, and conveys to Agent continuing security interests in all of such Grantor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule I attached hereto; (c) represents and warrants that the representations and warranties in the Trademark Security Agreement, as amended by this Amendment, are true and correct in all material respects on and as of the date hereof, as though made on such date; and (d) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.
3. This Amendment shall be governed by, and construed and enforced in accordance with, the federal laws of the United States and the laws of the State of California.
4. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument.
5. This Amendment is a Loan Document.

[Signature page follows.]

IN WITNESS WHEREOF, each Grantor has caused this Amendment to be executed and delivered by its duly authorized officers, as of the date first set forth above.

GRANTORS:

VITRIA TECHNOLOGY, INC.,  
a Delaware corporation, as Grantor

By:   
Title: Chief Technical Officer

VITRIA TECHNOLOGY INTERNATIONAL, INC.,  
a Delaware corporation, as Grantor

By:   
Title: Chief Executive Officer

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT]

**ACCEPTED AND ACKNOWLEDGED BY:**

**AGENT:**

**WELLS FARGO CAPITAL FINANCE, INC.,**  
formerly known as Wells Fargo Foothill, Inc., a California  
corporation, as Agent

By: 

Name: \_\_\_\_\_

MICHAEL GANANN

Title: \_\_\_\_\_

VICE PRESIDENT

[SIGNATURE PAGE TO AMENDMENT ONE TO TRADEMARK SECURITY AGREEMENT]

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARKS**

<b>Grantor</b>	<b>Country</b>	<b>Trademark</b>	<b>Registration No./Application No.</b>	<b>Registration Date/Filing Date</b>
Vitria Technology, Inc.	USA	M30	3513991	October 7, 2008
Vitria Technology, Inc.	USA	M30	3541614	December 2, 2008
Vitria Technology, Inc.	USA	OPERATIONS BOOK	3719434	December 1, 2009
Vitria Technology, Inc.	USA	STREAMXQUERY	77480229	May 21, 2008