

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
INMAGE SYSTEMS, INC.		06/28/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	555 MISSION STREET		
<b>Internal Address:</b>	9TH FLOOR		
<b>City:</b>	SAN FRANCISCO		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94105		
<b>Entity Type:</b>	CHARTERED BANK: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3375475	DR-SCOUT	
<b>Registration Number:</b>	3148547	INMAGE	
<b>Serial Number:</b>	77774451	SCOUT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)962-6736		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(404) 885-3038		
<b>Email:</b>	michael.brignati@troutmansanders.com		
<b>Correspondent Name:</b>	MICHAEL J. BRIGNATI, PH.D.		
<b>Address Line 1:</b>	TROUTMAN SANDERS LLP		
<b>Address Line 2:</b>	600 PEACHTREE STREET, N.E.		
<b>Address Line 4:</b>	ATLANTA, GEORGIA 30308-2216		
<b>ATTORNEY DOCKET NUMBER:</b>	220763.001071		
<b>NAME OF SUBMITTER:</b>	Michael J. Brignati, Ph.D.		

OP \$90.00 3375475

**900165791**

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**REEL: 004233 FRAME: 0603**

Signature:	/Michael J. Brignati 60,890/
Date:	06/29/2010
<b>Total Attachments: 8</b> source=SVB-INMAGE_SYSTEMS_Executed_IP_Security_Agreement#page1.tif source=SVB-INMAGE_SYSTEMS_Executed_IP_Security_Agreement#page2.tif source=SVB-INMAGE_SYSTEMS_Executed_IP_Security_Agreement#page3.tif source=SVB-INMAGE_SYSTEMS_Executed_IP_Security_Agreement#page4.tif source=SVB-INMAGE_SYSTEMS_Executed_IP_Security_Agreement#page5.tif source=SVB-INMAGE_SYSTEMS_Executed_IP_Security_Agreement#page6.tif source=SVB-INMAGE_SYSTEMS_Executed_IP_Security_Agreement#page7.tif source=SVB-INMAGE_SYSTEMS_Executed_IP_Security_Agreement#page8.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 26, 2010 by and between SILICON VALLEY BANK ("Bank") and INMAGE SYSTEMS, INC., a Delaware corporation ("Grantor").

### RECITALS

A. Bank has made certain advances of money and extended 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 as of September 25, 2009 (as the same has been amended, modified, supplemented or restated, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Borrower has requested that Bank enter into that certain Second Amendment to Loan and Security Agreement by and between Grantor and Bank dated of even date herewith (the "Second Amendment"), and Bank is willing to enter into the Second Amendment, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement and the Second Amendment, 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 (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

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.

[Signature Page Follows.]


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:

3255-1 Scott Blvd., #104  
Santa Clara, California 95054  
Attn: \_\_\_\_\_

GRANTOR:

INMAGE SYSTEMS, INC.


By:   
Name: MARTIN J CASAPOVA  
Title: CRO

Address of Bank:

555 Mission Street, 9<sup>th</sup> Floor  
San Francisco, California 94105  
Attn: Matt Trotter, Relationship Manager

BANK:

SILICON VALLEY BANK

By:   
Name: Matt Trotter  
Title: Relationship Manager

[Signature Page to Intellectual Property Security Agreement]

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**INMAGE SYSTEMS, INC.**

**SCHEDULE A**

**Copyrights**

<b><u>Description</u></b>	<b><u>Registration/ Application Number</u></b>	<b><u>Registration/ Application Date</u></b>	<b><u>Security Interest/ Ownership Issues</u></b>
NONE	N/A	N/A	N/A

**SCHEDULE B**

**Patents**

<u>Title</u>	<u>Patent/Patent Application Number (Publication Number)</u>	<u>Issue/Filing Date</u>	<u>Owner/Assignee</u>	<u>Security Interest/Ownership Issues</u>
SECONDARY DATA STORAGE AND RECOVERY SYSTEM	7,698,401	04/13/2010	NONE	Inventor Assignment to Inmage Systems has not been recorded with the USPTO
RECOVERY POINT DATA VIEW SHIFT THROUGH A DIRECTION-AGNOSTIC ROLL ALGORITHM	7,676,502	03/09/2010	Inmage Systems, Inc.	Subject to a security interest granted in favor of Hummer Winblad Venture Partners V. L.P. on 07/13/2006
ENSURING DATA PERSISTENCE AND CONSISTENCY IN ENTERPRISE STORAGE BACKUP SYSTEMS	7,634,507	12/15/2009	Inmage Systems, Inc.	NONE
MINIMIZING CONFIGURATION CHANGES IN A FABRIC-BASED DATA PROTECTION SOLUTION	12/186,636	08/06/2008	Inmage Systems, Inc.	NONE
SEQUENCING TECHNIQUE TO ACCOUNT FOR A CLOCK ERROR IN A BACKUP SYSTEM	12/179,591	07/25/2008	Inmage Systems, Inc.	NONE
METHOD AND APPARATUS OF CONTINUOUS DATA BACKUP AND ACCESS USING VIRTUAL MACHINES	11/438,036	05/19/2006	Inmage Systems, Inc.	NONE

<p><b>METHOD AND SYSTEM OF TIERED QUIESCING</b></p>	<p>11/437,464</p>	<p>05/19/2006</p>	<p>Inmage Systems, Inc.</p>	<p>Subject to a security interested granted in favor of Hummer Winblad Venture Partners V. L.P. on 07/13/2006</p>
<p><b>METHODS AND APPARATUS FOR ACCESSING DATA FROM A PRIMARY DATA STORAGE SYSTEM FOR SECONDARY STORAGE</b></p>	<p>11/229,289</p>	<p>09/16/2005</p>	<p>Inmage Systems, Inc.</p>	<p>Subject to a security interested granted in favor of Hummer Winblad Venture Partners V. L.P. on 07/13/2006</p>



SCHEDULE C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Security Interest/ Ownership Issues</u>
DR-SCOUT (Registered)	3,375,475	01/29/2008	NONE
INMAGE (Registered)	3,148,547	09/26/2006	Subject to a security interested granted in favor of Hummer Winblad Venture Partners V. L.P. on 07/14/2006
SCOUT (Allowed)	77/774,451	07/06/2009	NONE
EVENT ADDRESSABLE STORAGE (Abandoned)	78/721,464	09/27/2005	Subject to a security interested granted in favor of Hummer Winblad Venture Partners V. L.P. on 07/14/2006
BUSINESS EVENT DATA PROTECTION (Abandoned)	78/721,448	09/27/2005	Subject to a security interested granted in favor of Hummer Winblad Venture Partners V. L.P. on 07/14/2006
EVENT ADDRESSABLE STORAGE (Abandoned)	78/721,395	09/27/2005	Subject to a security interested granted in favor of Hummer Winblad Venture Partners V. L.P. on 07/14/2006
BUSINESS EVENTS (Abandoned)	78/721,366	09/27/2005	Subject to a security interested granted in favor of Hummer Winblad Venture Partners V. L.P. on 07/14/2006
BUSINESS EVENTS (Abandoned)	78/721,332	09/27/2005	Subject to a security interested granted in favor of Hummer Winblad Venture Partners V. L.P. on 07/14/2006
DR-SCOUT (Abandoned)	78/563,049	02/08/2005	Subject to a security interested granted in favor of Hummer Winblad Venture Partners V. L.P. on 07/14/2006

SCHEDULE D

Mask Works

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Security Interest/ Ownership Issues</u>
NONE	N/A	N/A	N/A