

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 |
| Vacava, Inc. | | 07/21/2010 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Silicon Valley Bank | | |
| Street Address: | 3003 Tasman Dr. | | |
| Internal Address: | HG 150 | | |
| City: | Santa Clara | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 95054 | | |
| Entity Type: | CORPORATION: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 77939493 | SPECIFI | |
| Serial Number: | 77939250 | SPECIFY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (303)292-4510 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 3032927939 | | |
| Email: | trish.rogers@moyewwhite.com | | |
| Correspondent Name: | Patricia J. Rogers | | |
| Address Line 1: | 1400 16th St. | | |
| Address Line 2: | Suite 600 | | |
| Address Line 4: | Denver, COLORADO 80202 | | |
| ATTORNEY DOCKET NUMBER: | 9882.00238 | | |
| NAME OF SUBMITTER: | Patricia J. Rogers | | |

CH \$65.00 77939493

| | |
|--|----------------------|
| Signature: | /Patricia J. Rogers/ |
| Date: | 07/28/2010 |
| Total Attachments: 5 source=First Amendment to IP Security Agreement executed (00775264)#page1.tif source=First Amendment to IP Security Agreement executed (00775264)#page2.tif source=First Amendment to IP Security Agreement executed (00775264)#page3.tif source=First Amendment to IP Security Agreement executed (00775264)#page4.tif source=First Amendment to IP Security Agreement executed (00775264)#page5.tif | |

**FIRST AMENDMENT
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS FIRST AMENDMENT to Intellectual Property Security Agreement (this "Amendment") is entered into to be effective the 21st day of July, 2010, by and between SILICON VALLEY BANK ("Bank") and VACAVA, INC., a Delaware corporation ("Borrower").

RECITALS

A. Bank and Borrower have entered into that certain Intellectual Property Security Agreement dated as of February 18, 2003 (as the same may from time to time be amended, modified, supplemented or restated, the "IP Agreement"), pursuant to which Borrower has granted Bank a security interest in all of Borrower's Intellectual Property.

B. Borrower has requested that Bank amend the IP Agreement to update Borrower's registered Intellectual Property Collateral

C. Bank has agreed to so amend certain provisions of the IP Agreement, but only to the extent, in accordance with the terms, subject to the conditions and in reliance upon the representations and warranties set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. **Definitions.** Capitalized terms used but not defined in this Amendment shall have the meanings given to them in the IP Agreement.

2. **Amendment to IP Agreement.** Exhibits A, B and C of the IP Agreement are hereby deleted in their entirety and replaced with Exhibits A, B and C to this Amendment, respectively.

3. **Limitation of Amendment.**

3.1 The amendment set forth in Section 2, above, is effective for the purposes set forth herein and shall be limited precisely as written and shall not be deemed to (a) be a consent to any other amendment, waiver or modification of any other term or condition of the IP Agreement, or (b) otherwise prejudice any right or remedy which Bank may now have or may have in the future under or in connection with the IP Agreement.

3.2 This Amendment shall be construed in connection with and as part of the Loan Documents and all terms, conditions, representations, warranties, covenants and agreements set forth in the Loan Documents, except as herein amended, are hereby ratified and confirmed and shall remain in full force and effect.

4. **Counterparts.** This Amendment may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the date first written above.

BANK:

BORROWER:

SILICON VALLEY BANK

VACAVA, INC.

By: [Signature]
Name: Leticia Hernandez
Title: Relationship Manager

By: [Signature]
Name: BUCK POHLMANN
Title: CEO

