

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
Napersoft, Inc.		10/21/2010	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	380 Interlocken Crescent		
Internal Address:	Suite 600		
City:	Broomfield		
State/Country:	COLORADO		
Postal Code:	80021		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2970280	WEBDEMAND360	
Registration Number:	1477511	NAPERSOFT	
CORRESPONDENCE DATA			
Fax Number:	(404)962-6884		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	404-885-3943		
Email:	Dean.Shahriari@troutmansanders.com		
Correspondent Name:	Dean Y. Shahriari, Ph.D.		
Address Line 1:	TROUTMAN SANDERS LLP		
Address Line 2:	Bank of America Plaza – Suite 5200		
Address Line 4:	Atlanta, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	220763.001162 (DYS)		
NAME OF SUBMITTER:	Dean Y. Shahriari, Ph.D.		

OP \$65.00 2970280

900174711

**TRADEMARK
 REEL: 004302 FRAME: 0410**

Signature:	/Dean Y. Shahriari 56783/
Date:	10/22/2010
Total Attachments: 7 source=Executed_Amended_Security_Agreement_enlarged#page1.tif source=Executed_Amended_Security_Agreement_enlarged#page2.tif source=Executed_Amended_Security_Agreement_enlarged#page3.tif source=Executed_Amended_Security_Agreement_enlarged#page4.tif source=Executed_Amended_Security_Agreement_enlarged#page5.tif source=Executed_Amended_Security_Agreement_enlarged#page6.tif source=Executed_Amended_Security_Agreement_enlarged#page7.tif	

**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of October 21, 2010 by and between **SILICON VALLEY BANK** ("Bank") and **NAPERSOFT, INC.**, an Illinois corporation ("Grantor").

RECITALS

A. Pursuant to the terms of the Loan Agreements (as defined below) and that certain Intellectual Property Security Agreement by and between Bank and Grantor dated November 1, 2004 (the "Prior IP 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.

B. Bank has made certain advances of money and extended certain financial accommodations to Grantor in the amounts and manner set forth in that certain (i) Loan and Security Agreement by and among Bank and Grantor, Newswire One, Inc. and Geneva Technology Partners, Inc. dated as of November 1, 2004 (as the same may be amended, modified or supplemented from time to time, the "Term Loan Agreement") and (ii) Loan and Security Agreement by and between Bank and Grantor dated as of May 30, 2006 (as the same may be amended, modified or supplemented from time to time, the "Accounts Receivable Loan Agreement", and collectively with the Accounts Receivable Loan Agreement, the "Loan Agreements": capitalized terms used herein are used as defined in the Accounts Receivable Loan Agreement).

C. The term loan facility under the Term Loan Agreement has matured and the Term Loan Agreement has terminated. Bank has agreed to make certain additional advances of money and to extend certain financial accommodations to Grantor (the "Additional Loans") in the amounts and manner set forth in the Accounts Receivable Loan Agreement.

D. Bank is willing to make the Additional 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 (as each term is described below) to secure the obligations of Grantor under the Accounts Receivable Loan Agreement and by executing this Agreement which shall replace, amend and restate the Prior IP Agreement in its entirety.

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 Accounts Receivable Loan Agreement, the parties hereto hereby agree that the Prior IP Agreement is hereby replaced, amended and restated in its entirety pursuant to this Agreement and further, Grantor hereby represents, warrants, covenants and agrees as follows:



AGREEMENT

To secure its obligations under the Accounts Receivable 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 Accounts Receivable 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 Accounts Receivable 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 Accounts Receivable 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 Amended and Restated Intellectual Property Security Agreement, the Accounts Receivable 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 Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

40 Shuman Boulevard
Naperville, Illinois 60563

Attn: Bart Carlson

GRANTOR:

NAPERSOFT, INC.

By: 

Name: Bart Carlson

Title: CEO

Address of Bank:

380 Interlocken Crescent, Suite 600
Broomfield, Colorado 80021

Attn: Brad Miller

BANK:

SILICON VALLEY BANK

By: 

Name: Victoria Hernandez

Title: Relationship Manager



EXHIBIT A

Copyrights

<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

Tyson01 430009v2 220763 001162



EXHIBIT 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>
NONE	N/A	N/A	N/A	N/A

lyson(1) 436609v2 220763(10) 162



EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Security Interest/ Ownership Issues</u>
WEBDEMAND360 (Registered)	2,970,280 / 78-367,964	07/19/2005	Subject to a security interest granted in favor of Silicon Valley Bank on 11/01/2004 and recorded at Reel 3135 and Frame 0377.
PELICAN BAY SOFTWARE (Abandoned)	75/415,483	01/08/1998	NONE
GENEVA TECHNOLOGIES (Abandoned)	75/415,482	01/08/1998	NONE
SCREENSCRAPER (Abandoned)	74/718,197	08/18/1995	NONE
WINVAULT (Abandoned)	74/655,632	04/03/1995	NONE
GENEVA TECHNOLOGY (Abandoned)	74/521,469	05/09/1994	NONE
PELICAN BAY SOFTWARE (Abandoned)	74/521,468	05/09/1994	NONE
WINMERGE (Cancelled)	1,943,230	12/19/1995	NONE
DOCLINK/VB (Cancelled)	1,960,937	03/05/1996	NONE
NAPER-WORD (Cancelled)	1,499,303	08/09/1988	Subject to a security interest granted in favor of Silicon Valley Bank on 11/01/2004 and recorded at Reel 3135 and Frame 0377.
NAPERSOFT (Registered)	1,477,511 / 73-672,011	02/23/1988	Subject to a security interest granted in favor of Silicon Valley Bank on 11/01/2004 and recorded at Reel 3135 and Frame 0377.
NAPERSOFT (Registered in Canada)	TMA0453960	02/09/1996	NONE
NAPERSOFT (Registered in United Kingdom)	UK002116950	06/13/1997	NONE
NAPERSOFT (Cancelled in United Kingdom)	UK001585225	09/16/1994	NONE
NAPERSOFT (Cancelled in United Kingdom)	UK001585226	09/16/1994	NONE

Ty30-k11 430609-2 220761 0011n2



RECORDED: 10/22/2010

TRADEMARK
REEL: 004302 FRAME: 0418