

08-18-2006



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

1. Name of conveying party(ies)

BLUECURRENT, INC.

2. Name and address of receiving party(ies)

Name: Bridge Bank, National Association

Internal Address: _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

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

Execution Date(s) APRIL 26, 2006

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☐ Other _____

Street Address: 55 Almaden Blvd.

City: San Jose

State: CA

Country: US Zip: 95113

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

5636857

Additional numbers attached? ☐ Yes ☒ No

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

Name: Bridge Bank, National Association

Internal Address: _____

Street Address: 55 Almaden Blvd.

City: San Jose

State: CA Zip: 95113

Phone Number: 408-556-8300

Fax Number: 408-423-8510

Email Address: _____

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

☐ Authorized to be charged by credit card

☐ Authorized to be charged to deposit account

☒ Enclosed

☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

Date

Jennifer Acevedo

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 7/25/06

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

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08/17/2006
01 FC-0021

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 26, 2006, (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and Bluecurrent, Inc., ("Grantor") is made with reference to the Business Financing Agreement, dated as of April 26, 2006 (as amended from time to time, the "Financing Agreement"), between Lender and Grantor. Terms defined in the Financing Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all Intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Financing Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

BLUECURRENT, INC.

By: [Signature]
Name: Warner Mizell
Title: CFO

Address for Notices:

Attn:

7000 North Mopac Expwy, Suite 150
Austin, TX 78731
Fax:

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By: [Signature]
Name: Betty Linnell
Title: SVP

Address for Notices:

Attn: Lee Shodiss

55 Almaden Boulevard
San Jose, CA 95113
Tel: (408) 556-6502
Fax: (408) 423-8510

Bluecurrent IP

Trademarks

EXP DATE APP NO REG DATE APP DATE MARK COUNTRY CLIENT MATTER STATUS REG NO

BLUECURRENT United States Bluecurrent, Inc. 52577-00601 Registered 2592484 76/009659 7/9/2002 3/27/2000 7/9/2012
BLUECURRENT United States Bluecurrent, Inc. 52577-00602 Registered 2579790 76/009660 6/11/2002 3/27/2000 6/11/2012
BLUECURRENT United States Bluecurrent, Inc. 52577-00603 Registered 2592485 76/009661 7/9/2002 3/27/2000 7/9/2012
BLUECURRENT United States Bluecurrent, Inc. 52577-00604 Registered 2592486 76/009662 7/9/2002 3/27/2000 7/9/2012
BLUECURRENT & Design United States Bluecurrent, Inc. 52577-00605 Registered 2714142 76/149932 5/6/2003 10/19/2000 5/6/2013
BLUECURRENT & Design United States Bluecurrent, Inc. 52577-00606 Registered 2714141 76/149931 5/6/2003 10/19/2000 5/6/2013
BLUECURRENT & Design United States Bluecurrent, Inc. 52577-00607 Registered 2714140 76/149830 5/6/2003 10/19/2000 5/6/2013
BLUECURRENT & Design United States Bluecurrent, Inc. 52577-00608 Registered 2714139 76/149829 5/6/2003 10/19/2000 5/6/2013
MANAGING TECHNOLOGY IN MOTIONUnited States Bluecurrent, Inc. 52577-00610 Registered 2823695 76/149052 3/16/2004 10/18/2000 3/16/
MANAGING TECHNOLOGY IN MOTIONUnited States Bluecurrent, Inc. 52577-00611 Registered 2854209 76/149053 6/15/2004 10/18/2000 6/15/
MANAGING TECHNOLOGY IN MOTIONUnited States Bluecurrent, Inc. 52577-00612 Registered 2875188 76/149054 8/17/2004 10/18/2000 8/17/
BLUECURRENT Community TrademaBluecurrent, Inc. 52577-00613 Registered 001875293 001875293 1/16/2002 9/27/2000 9/30/2010
MANAGING TECHNOLOGY IN MOTIONCommunity TrademaBluecurrent, Inc. 52577-00614 Registered 002183440 002183440 6/5/2002 4/18/20/
BLUECURRENT & Design Community TrademaBluecurrent, Inc. 52577-00615 Registered 002183374 002183374 5/24/2002 4/18/2001 4/30/2011
BLUECURRENT & Design Norway Bluecurrent, Inc. 52577-00616 Registered 211220 200105023 10/18/2001 4/19/2001 10/18/2011
BLUECURRENT Norway Bluecurrent, Inc. 52577-00617 Registered 211221 200105024 10/18/2001 4/19/2001 10/18/2011
MANAGING TECHNOLOGY IN MOTIONNorway Bluecurrent, Inc. 52577-00618 Registered 212863 200104808 1/24/2002 4/17/2001 1/24/2012
BLUECURRENT Canada Bluecurrent, Inc. 52577-00619 Registered TMA602962 1099578 2/23/2004 4/12/2001 2/23/2019
BLUECURRENT & Design Canada Bluecurrent, Inc. 52577-00622 Registered TMA605919 1099310 3/22/2004 4/11/2001 3/22/2019

Patent

METHOD AND SYSTEM FOR WEB-BASED ASSET Management

Patent number 5636857 Grant Date 10/21/2003

Copyrights

None

Bluecurrent Confidential

PATENT

RECORDED: 08/16/2006

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