

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Symphony Service Corp.	06/19/2007

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	2400 Hanover Street
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94304

PROPERTY NUMBERS Total: 3

Property Type	Number
Patent Number:	7136467
Application Number:	10756894
Application Number:	10757718

CORRESPONDENCE DATA

Fax Number: (650)849-4800  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
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ATTORNEY DOCKET NUMBER:

0000307678

NAME OF SUBMITTER:

Mary R. Zimmerman

Total Attachments: 6

PATENT

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 19, 2007 by and between SILICON VALLEY BANK ("Bank") and SYMPHONY SERVICE CORP., a Delaware corporation ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend 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 June 19, 2007 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the 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 to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan 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.

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 Collateral (including without limitation those copyrights, copyright applications, patents, patent applications, trademarks, trademark applications and mask works listed on Schedules A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

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.

IN WITNESS WHEREOF, the parties have cause 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:

4015 Miranda Avenue, Second Floor  
Palo Alto, California 94304  
Attn: Jeff Van Zanten, Chief Financial Officer

GRANTOR:

SYMPHONY SERVICE CORP.

By: 

Title:

**Chief Financial Officer**

Address of Bank:

2400 Hanover Street  
Palo Alto, California 94304  
Attn: Nick Tsiagkas, Relationship Manager

BANK:

SILICON VALLEY BANK

By: 

Title:

**Relationship Manager**

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.

## EXHIBIT B

### Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Customer-oriented telecommunications data aggregation and analysis method and object oriented system	7,136,467	11/14/2006
Method and system for conversion of automation test scripts into abstract test case representation with persistence	10/756,894	01/13/2004
Method and system for rule-based generation of automation test scripts from abstract test case representation	10/757,718	01/13/2004

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
MONIES	1,325,497	03/19/1985
TRU C@LL ACCOUNTANT	2,134,188	02/03/1998
TRU SYSTEM	2,165,378	06/16/1998
TCAD	2,428,199	02/13/2001
VIRTUAL ANALYST	2,560,677	04/09/2002
VIRTUAL ANLYST	2,568,662	05/07/2002
VIRTUAL TELECOM ANLYST	2,568,672	05/07/2002
TELETRON	2,624,494	09/24/2002
Symphony Services	3,186,584	12/19/2006
Symphony Services	3,180,583	12/02/2006

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.