

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Second Lien Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Execution Date
Exstream Software, LLC	06/22/2007
Exstream Software North America, LLC	06/22/2007
Exstream Sales Company, Inc	06/22/2007

RECEIVING PARTY DATA

Name:	American Capital Financial Services, Inc.
Street Address:	2 Bethesda Metro Center, 14th Floor
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11552862

CORRESPONDENCE DATA

Fax Number: (212)310-8007

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: brandon.cherry@weil.com, phyllis.depaola@weil.com

Correspondent Name: Weil, Gotshal & Manges c/o Brandon Cherry

Address Line 1: 767 5th Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:

14082.0273

NAME OF SUBMITTER:

Brandon Cherry

Total Attachments: 6

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PATENT

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PATENT

REEL: 019502 FRAME: 0441

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 22, 2007, by each of the entities listed on the signature pages hereof (or by such entities that becomes a party hereto pursuant to Section 7.14 of the Second Lien Pledge and Security Agreement referred to below, each a "Grantor" and, collectively, the "Grantors"), in favor of American Capital Financial Services, Inc. ("ACFS"), as agent for the Secured Parties (as defined in the Second Lien Pledge and Security Agreement referred to below) (in such capacity, the "Second Lien Agent").

RECITALS:

A. Pursuant to the Note and Equity Purchase Agreement dated as of June 22, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), by and among Exstream Holdings Inc., a Delaware corporation ("Parent"); Exstream Intermediate Holdings I Inc., a Delaware corporation ("Holdings I"); Exstream Intermediate Holdings II Inc., a Delaware corporation ("Holdings II"); Exstream Software, LLC, a Delaware limited liability company ("ESI LLC"); Exstream Software North America, LLC, a Delaware limited liability company ("ESNA LLC" and, together with ESI LLC, each a "Borrower" and collectively the "Borrowers"), Exstream Sales Company, Inc. ("Sales"), the Purchasers party thereto and ACFS as administrative agent and collateral agent for the Purchasers, the Purchasers have agreed, subject to the terms and conditions set forth in the Purchase Agreement, to purchase the Notes issued thereunder; and

B. Each Grantor is party to that certain Second Lien Pledge and Security Agreement dated as of June 22, 2007 (the "Second Lien Pledge and Security Agreement") in favor of the Second Lien Agent pursuant to which the Grantors are required to execute and deliver this Second Lien Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Second Lien Agent to enter into the Purchase Agreement and to induce the Purchasers to purchase the Notes issued thereunder, each Grantor hereby agrees with the Second Lien Agent as follows:

SECTION 1. DEFINED TERMS

1.1 Unless otherwise defined herein, terms defined in the Purchase Agreement or in the Second Lien Pledge and Security Agreement, as the case may be, and used herein have the meaning given to them in the Purchase Agreement or the Second Lien Pledge and Security Agreement, as the case may be.

SECTION 2. GRANT OF SECURITY INTEREST IN PATENT AND TRADEMARK COLLATERAL

2.1 Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Second Lien Agent, for the benefit of the Secured Parties, and grants to the Second Lien Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (other than Excluded Assets) of such Grantor (the "Patent and Trademark Collateral"):

(a) all of its Patents and Patent Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing; and

(c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future infringement or dilution of any Patent or Patent licensed under any Patent License.

and

(d) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;

(e) all reissues, continuations or extensions of the foregoing;

(f) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(g) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

SECTION 3. SECOND LIEN PLEDGE AND SECURITY AGREEMENT

3.1 The security interest granted pursuant to this Second Lien Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Second Lien Agent pursuant to the Second Lien Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Second Lien Agent with respect to the security interest in the Patent and Trademark Collateral made and granted hereby are more fully set forth in the Second

Lien Pledge and Security Agreement, the terms, provisions and conditions of which are incorporated by reference herein as if fully set forth herein.

SECTION 4. GOVERNING LAW

4.1 THIS SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF MARYLAND.

* * *

[Signatures Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Second Lien Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

GRANTORS:

EXSTREAM SOFTWARE, LLC

By: _____

Name: _____

Title: _____

EXSTREAM SOFTWARE NORTH AMERICA, LLC

By: _____

Name: _____

Title: _____

EXSTREAM SALES COMPANY, INC.

By: _____

Name: _____

Title: _____

[SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

AMERICAN CAPITAL FINANCIAL SERVICES, INC.,
as Second Lien Agent

By:


Name:

Title:

[SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**SCHEDULE
TO
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT
INTELLECTUAL PROPERTY**

Exstream Software, LLC

I. Registered Patents

<u>Grantor</u>	<u>Patent</u>	<u>Country</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
Exstream Software, LLC	"Methods and systems for Creating, Interacting with, and Utilizing a Superactive Document"	U.S.	11/552,862	10/25/06	Pending

II. Registered Trademarks

<u>Grantor</u>	<u>Mark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Exstream Software, LLC	Exstream AFPStudio	U.S.	2919106	1/21/04	1/18/05
Exstream Software, LLC	Dialogue Anywhere	U.S.	3141236	11/11/04	9/12/06
Exstream Software, LLC	AFPStudio AFP Jazz!	U.S.	3045628	11/11/04	1/17/06
Exstream Software, LLC	Dialogue WEBVERSE	U.S.	2817133	10/3/02	2/24/04