

# 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
Firepond, Inc.	12/17/2008
RECEIVING PARTY DATA	
Name:	Radcliffe SPC, Ltd.
Street Address:	3 Bala Plaza-East -- Suite 501
Internal Address:	c/o RG Capital Management, LP
City:	Bala Cynwyd
State/Country:	PENNSYLVANIA
Postal Code:	19004
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	6233564
Patent Number:	5483049
Patent Number:	5111927
Patent Number:	6497360
Application Number:	09909103
CORRESPONDENCE DATA	
Fax Number:	(202)533-9099
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	202-467-8856
Email:	behogue@vorys.com, rsdonnell@vorys.com, iplaw@vorys.com
Correspondent Name:	Richard S. Donnell
Address Line 1:	1828 L Street NW
Address Line 2:	11th Floor
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036
ATTORNEY DOCKET NUMBER:	60416-4/0769/RADCLIFPATEN

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**PATENT**  
**REEL: 021998 FRAME: 0929**

NAME OF SUBMITTER:

Richard S. Donnell

Total Attachments: 4

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FIREPOND, INC.

GRANT OF SECURITY INTEREST  
IN PATENTS

WHEREAS, Firepond, Inc. (the "Grantor") holds all right, title and interest in the letter patents, design patents and utility patents listed on the annexed Schedule 1A, which patents are issued or applied for in the United States Patent and Trademark Office (the "Patents").

WHEREAS, the Grantor has entered into an Amended and Restated Security Agreement, dated as of April 24, 2008 (as amended, restated or otherwise modified from time to time the "Security Agreement"), in favor of Radcliffe SPC, Ltd. for and on behalf of the Class A Segregated Portfolio, a Cayman Islands segregated portfolio company, as collateral agent (the "Grantee");

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Holders (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Grantor in, to and under the Patents, and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the "Obligations" (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Grantee for the benefit of the Holders a continuing security interest in the Collateral to secure the payment and performance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest in Patents to be duly executed by its officer thereunto duly authorized as of December 12, 2008.

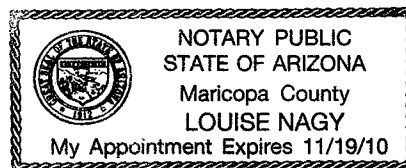
**FIREPOND, INC.**

By: SAP  
Name: STEPHEN PEARSON  
Title: VP, GENERAL COUNSEL

STATE OF Arizona  
SS.:  
COUNTY OF Maricopa

On this 17 day of December, 2008 before me personally came **STEPHEN PERRY**, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the Vice President of Finepond, Inc., a Corporation, and that s/he executed the foregoing instrument in the company name of Finepond, Inc., and that s/he had authority to sign the same, and s/he acknowledged to me that s/he executed the same as the act and deed of said company for the uses and purposes therein mentioned.

Louise Nagy



SCHEDULE 1A TO GRANT OF SECURITY INTEREST IN PATENTS

Patents Issued and Patent Applications

<u>Country</u>	<u>Title</u>	<u>Application or Patent No.</u>	<u>Issue Date</u>
United States	Merchandising Using Consumer Information from Surveys	Patent No. 6,233,564	May 15, 2001
United States	The Coupon Exchange and Check Writing System	Patent No. 5,483,049	January 9, 1996
United States	Automated Recycling Machine	Patent No. 5,111,927	May 12, 1992
United States	Prompt Coupon Reimbursement After Coupon Redemption	Patent No. 6,497,360	December 24, 2002
United States	Coupon Redemption System	App. No. 09/909,103	Abandoned February 18, 2006