

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	Amendment Number Two to Patent Security Agreement										
CONVEYING PARTY DATA											
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>ACTUATE CORPORATION</td><td>04/20/2010</td></tr><tr><td>ACTUATE INTERNATIONAL CORPORATION</td><td>04/20/2010</td></tr><tr><td>XENOS IP PARTNERSHIP</td><td>04/20/2010</td></tr></tbody></table>		Name	Execution Date	ACTUATE CORPORATION	04/20/2010	ACTUATE INTERNATIONAL CORPORATION	04/20/2010	XENOS IP PARTNERSHIP	04/20/2010		
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RECEIVING PARTY DATA											
<table border="1"><tr><td>Name:</td><td>WELLS FARGO CAPITAL FINANCE, LLC, formerly known as Wells Fargo Foothill, LLC, as Agent</td></tr><tr><td>Street Address:</td><td>2450 Colorado Avenue, Suite 3000 West</td></tr><tr><td>City:</td><td>Santa Monica</td></tr><tr><td>State/Country:</td><td>CALIFORNIA</td></tr><tr><td>Postal Code:</td><td>90404</td></tr></table>		Name:	WELLS FARGO CAPITAL FINANCE, LLC, formerly known as Wells Fargo Foothill, LLC, as Agent	Street Address:	2450 Colorado Avenue, Suite 3000 West	City:	Santa Monica	State/Country:	CALIFORNIA	Postal Code:	90404
Name:	WELLS FARGO CAPITAL FINANCE, LLC, formerly known as Wells Fargo Foothill, LLC, as Agent										
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PROPERTY NUMBERS Total: 1											
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Patent Number:</td><td>6418400</td></tr></tbody></table>		Property Type	Number	Patent Number:	6418400						
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CORRESPONDENCE DATA											
Fax Number: (213)627-0705 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
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ATTORNEY DOCKET NUMBER:	WFCF/ACTUATE (73896.00031										
NAME OF SUBMITTER:	Minette M. Tayco										
Total Attachments: 6											

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AMENDMENT NUMBER TWO TO PATENT SECURITY AGREEMENT

This **AMENDMENT NUMBER TWO TO PATENT SECURITY AGREEMENT**, dated as of April 20, 2010 (this "Amendment"), is delivered pursuant to Section 5 of that certain Patent Security Agreement, dated as of November 3, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Patent Security Agreement"), among New Grantor (defined below), Grantors from time to time signatory thereto (each referred to hereinafter individually as a "Grantor" and collectively, jointly, and severally as "Grantors"), and **WELLS FARGO CAPITAL FINANCE, LLC**, formerly known as Wells Fargo Foothill, LLC, a Delaware limited liability company, as the administrative agent for the Lender Group and the Bank Product Provider, as such terms are defined therein (in such capacity, together with its successors and permitted assigns, if any, in such capacity, "Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Patent Security Agreement, which by this reference is incorporated herein.

WHEREAS, Grantors and Agent are parties to (i) that certain Patent Security Agreement recorded with the United States Patent and Trademark Office on or about November 3, 2008 and (ii) that certain Amendment Number One to Patent Security Agreement, which was recorded with the United States Patent and Trademark Office on December 7, 2009; and

WHEREAS, Grantors and Agent wish to amend the Patent Security Agreement by joining "New Grantor" identified on the signature pages hereof as party thereto and by adding a certain Patent to the Patent Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Patent Security Agreement as follows:

1. New Grantor, by its signature below, becomes a "Grantor" under the Patent Security Agreement with the same force and effect as if originally named therein as a "Grantor" and New Grantor hereby agrees to all of the terms and provisions of the Trademark Security Agreement applicable to it as a "Grantor" thereunder. In furtherance of the foregoing, New Grantor does hereby grant to Agent, for the benefit of the Lender Group and the Bank Product Providers, to secure the Secured Obligations, a continuing security interest in all of New Grantor's right, title, and interest in and to the Patent Collateral.

2. Grantors and Agent hereby agree that the Patent Collateral listed on Schedule I attached hereto shall be and become part of the Patent Collateral referred to in the Patent Security Agreement and Schedule I attached thereto and shall secure all Secured Obligations.

3. Each Grantor hereby: (a) reaffirms all prior grants of security interests in favor of Agent in all of such Grantor's right, title, and interest in, to, and under the Patent Collateral identified on Schedule I to the Patent Security Agreement prior to the effectiveness of this Amendment; (b) grants to Agent continuing security interests in all of such Grantor's right, title, and interest in, to, and under the Patent Collateral identified on Schedule I attached hereto; (c) represents and warrants that the representations and warranties in the Patent Security Agreement, as amended by this Amendment, are true and correct in all material respects on and as of the date hereof, as though made on such date; and (d) agrees that the Patent Security Agreement as amended hereby is and shall remain in full force and effect.

4. This Amendment shall be governed by, and construed and enforced in accordance with, the federal laws of the United States and the laws of the State of California.

5. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

6. This Amendment is a Loan Document.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Amendment by and through their duly authorized officers, as of the day and year first above written.

GRANTORS:

ACTUATE CORPORATION,
a Delaware corporation

By: 

Name: Thomas McKeeren

Title: Secretary

ACTUATE INTERNATIONAL CORPORATION,
a Delaware corporation

By: 

Name: Thomas McKeeren

Title: Secretary

NEW GRANTOR:

XENOS IP PARTNERSHIP,
a partnership organized under the laws of Ontario

By: Xenos IP ULC
Its Partner

By: _____

Name: _____

Title: _____

[SIGNATURE PAGE TO AMENDMENT NUMBER TWO TO PATENT SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Amendment by and through their duly authorized officers, as of the day and year first above written.

GRANTORS:

ACTUATE CORPORATION,
a Delaware corporation

By: _____
Name: _____
Title: _____

ACTUATE INTERNATIONAL CORPORATION,
a Delaware corporation

By: _____
Name: _____
Title: _____

NEW GRANTOR:

XENOS IP PARTNERSHIP,
a partnership organized under the laws of Ontario


By: Xenos IP ULC
Its Partner

By: _____
Name: George Kyreos
Title: President

[SIGNATURE PAGE TO AMENDMENT NUMBER TWO TO PATENT SECURITY AGREEMENT]

AGENT:

WELLS FARGO CAPITAL FINANCE, LLC,
formerly known as Wells Fargo Foothill, LLC,
a Delaware limited liability company, as Agent

By: 
Name: THOMAS FORBATH
Title: Director

[SIGNATURE PAGE TO AMENDMENT NUMBER TWO TO PATENT SECURITY AGREEMENT]

SCHEDULE I
TO
AMENDMENT NUMBER TWO TO PATENT SECURITY AGREEMENT

Description	Application/Patent No.	Issue Dates
PRESENTATION AND PROCESSING OF EDI MAPPING TEMPLATES	6418400	September 7, 2002