### 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
PivotLink Corp.	06/15/2010

### **RECEIVING PARTY DATA**

Name:	Silicon Valley Bank
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054-1191

### PROPERTY NUMBERS Total: 3

Property Type	Number
Application Number:	11250787
Application Number:	11616240
Patent Number:	6728703

#### **CORRESPONDENCE DATA**

Fax Number: (858)638-5130

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

Phone: 858-638-6730

Email: susan.reynholds@dlapiper.com

Correspondent Name: DLA Piper LLP (US)

Address Line 1: 4365 Executive Dr., Ste. 1100
Address Line 2: Attention: Susan Reynholds
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER: 354271-000272

NAME OF SUBMITTER: Troy Zander

Total Attachments: 5 source=IPSA#page1.tif

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#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and PIVOTLINK CORP. ("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 the Effective Date (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 and Patents 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 Colleteral.

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, Patents, Trademarks and Mask Works listed on Schedules A, B and C 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 caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

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	GRANTOR:
Address of Granion	PIVOTLINK OURR
15326 SE 30th Pi, Suite 300 Bellevue, WA 98007	
Alin. C.F.O.	Title:
	BANK:
Address of Bank;	SILICON VALLEY BANK
3003 Tasman Drive	By Sur John
Santa Clara, CA 95054-1191	Title Brown Boatman

# EXHIBIT A

Copyrights

<u>Description</u> <u>Registration Date</u> <u>Number</u>

None.

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# EXHIBIT B

## Patents

Description	Patent/App. No.	File Date
Run total encoded data processing	11250787	10/14/05
Multi-dimensional data analysis	11616240	12/26/06
System and method for processing movement/delta metrics	6728703	4/27/04

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# **EXHIBIT C**

## Trademarks

Description		File Date
READIMETRIX	77899473	12/22/09
PIVOTLINK	77365960	1/7/08

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**RECORDED: 06/15/2010** 

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