

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the inadvertently listed Appl. # 10/354,320 and to remove said property from the security agreement previously recorded on Reel 018428 Frame 0861. Assignor(s) hereby confirms the Hyperformix, Inc. has granted Silicon Valley Bank a security interest in the properties listed.

CONVEYING PARTY DATA

Name	Execution Date
HyPerformix, Inc.	08/04/2006

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	3003 Tasman Dr.
Internal Address:	Loan Documentation HF 154
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054

PROPERTY NUMBERS Total: 9

Property Type	Number
Application Number:	10832204
Application Number:	10654817
Application Number:	11152990
Application Number:	11153034
Application Number:	11345415
Application Number:	11168628
Application Number:	11091894
Application Number:	11374826

PATENT

Application Number: 11093337

CORRESPONDENCE DATA

Fax Number: (214)210-5941
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: jcrook@grspc.com
Correspondent Name: George R. Schultz
Address Line 1: 5400 LBJ Freeway
Address Line 2: Suite 1200
Address Line 4: Dallas, TEXAS 75240

ATTORNEY DOCKET NUMBER: 44601.0101

NAME OF SUBMITTER: George R. Schultz

Signature: /George R. Schultz/

Date: 09/22/2010

Total Attachments: 14

- source=Copy of Security Interest to be Corrected#page1.tif
- source=Copy of Security Interest to be Corrected#page2.tif
- source=Copy of Security Interest to be Corrected#page3.tif
- source=Copy of Security Interest to be Corrected#page4.tif
- source=Copy of Security Interest to be Corrected#page5.tif
- source=Copy of Security Interest to be Corrected#page6.tif
- source=Copy of Security Interest to be Corrected#page7.tif
- source=Copy of Security Interest to be Corrected#page8.tif
- source=Copy of Security Interest to be Corrected#page9.tif
- source=Copy of Security Interest to be Corrected#page10.tif
- source=Copy of Security Interest to be Corrected#page11.tif
- source=Copy of Security Interest to be Corrected#page12.tif
- source=Copy of Security Interest to be Corrected#page13.tif
- source=Copy of Security Interest to be Corrected#page14.tif

RECEIPT INFORMATION

EPAS ID: PAT1323147
Receipt Date: 09/22/2010
Fee Amount: \$360

PATENT

10-23-2006

FORM PTO-1595
(Rev. 06/05)
Office OMB No. 0651-0027 (exp. 06/30/2008)

RE



U.S. DEPARTMENT OF COMMERCE
EET United States Patent and Trademark

103325324

10 OCT 20 AM 11:39

To the Director of the U.S. Patent and Trademark Office: Please record the following documents or the new address(es) below.

10-20-06

1. Name of conveying party(ies):
Hyperformix, Inc.

2. Name and address of receiving party(ies):
Name: Silicon Valley Bank

Additional name(s) of conveying party(ies) attached? Yes No

Internal Address: Loan Documentation HF 154

3. Nature of conveyance/Execution Date(s):

Street Address: 3003 Tasman Dr.

Execution Date: 08/04/06

City: Santa Clara

- Assignment
- Security Agreement
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

State: CA

Country: USA

Zip: 95054

Additional name(s) & address(es) attached? Yes No

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

10/354,320 11/345,415

10/832,204 11/168,628

10/654,817 11/091,894

11/152,990 11/374,826

11/153,034 11/093,337

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

6. Total number of applications and patents involved: 10

Name: Silicon Valley Bank

7. Total fee (37 CFR 1.21 (h) & 3.41) \$400.00

Internal Address: Loan Collateral HF154

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

Street Address: 3003 Tasman Drive

City: Santa Clara

State: CA

Zip: 95054

8. Payment Information

Phone Number: (408) 654-4042

a. Credit Card Last 4 Numbers
Expiration Date

Fax Number: (408) 654-6313

b. Deposit Account Number
Authorized User Name

Email Address: ldc@svbank.com

9. Signature: Maibela Higareda
Signature

10/13/06
Date

Maibela Higareda c/o Amy Zuhn
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 14

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

10/20/2006 ANYONE 00000134 103325324

01 FC:0021

(400.00 OP)

PATENT
REEL: 018428 FRAME: 0861

PATENT
REEL: 025033 FRAME: 0761

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement dated August 4, 2006 is between SILICON VALLEY BANK ("Bank") and HYPERFORMIX, INC. ("Grantor").

RECITALS

- A. Bank will make advances to Grantor ("Loans") as described in the Loan and Security Agreement by and between Bank and Grantor dated November 26, 2002 (as the same has been, and may further be, amended, restated or replaced, the "Loan Agreement"). Pursuant to the terms of that certain Intellectual Property Security Agreement dated November 26, 2002 (the "Original IP Security Agreement"), Grantor has granted Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works and other intellectual property (the "Intellectual Property Collateral"). Capitalized terms not otherwise defined herein have the meaning assigned thereto in the Loan Agreement.
- B. In connection with that certain Eighth Amendment to Loan and Security Agreement dated of even date herewith by and between Bank and Grantor, Bank and Grantor have agreed to amend and restate the Original IP Security Agreement.
- C. Grantor has granted Bank a security interest in all of its right, title and interest, presently existing or later acquired to all the Collateral.

AGREEMENT

Grantor grants Bank a security interest in all of its right, title and interest in its Intellectual Property Collateral (such as the Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C and D), and all proceeds (such as license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements rights throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part. To the extent that Intellectual Property Collateral is any license or contract right of Grantor, the security interest herein granted extends only to Borrower's interest therein, and does not extend to such licenses or contract rights to the extent that the granting of a security interest therein would be prohibited by applicable law, or that such rights are nonassignable by their terms (but only to the extent the prohibition is enforceable under applicable law, including, without limitation, Section 9.406(d) of the Code) without the consent of the licensor or other party (but only to the extent such consent has not been obtained). Except as disclosed on the Perfection Certificate, Grantor is not a party to, nor is bound by, any material license or other material agreement that prohibits or otherwise restricts Grantor from granting a security interest in Grantor's interest in such license or agreement or any other property. Without prior notice to Bank, Grantor shall not enter into, or become bound by, any such license or agreement which is reasonably likely to have a material impact on Grantor's business or financial condition. Grantor shall take such steps as Bank requests to obtain the consent of, or waiver by, any person whose consent or waiver is necessary for such licenses or contract rights to be deemed "Collateral" and for Bank to have a security interest in it that might otherwise be restricted or prohibited by law or by the terms of any such license or agreement, whether now existing or entered into in the future.

This security interest is granted in conjunction with the security interest granted under the Loan Agreement. Bank's rights and remedies in the security interest are in addition to those in the Loan Agreement and the other Loan Documents, and those available in law or equity. Bank's rights powers and interests are cumulative with every right, power or remedy provided here. Bank's exercise of its rights, powers or remedies in this Agreement, the Loan Agreement or any other Loan Document, does not preclude the simultaneous or later exercise of any or all other right, power or remedy. Upon Grantor's satisfaction of all obligations secured hereby, Bank will, upon request of Grantor, execute and deliver to Grantor, for filing in all applicable jurisdictions, a UCC-3 or similar instrument (including any instrument required by the United States Patent and Trademark Office) to terminate the security interest granted hereunder. Additionally, Bank will promptly upon request of Grantor execute and deliver to Grantor for filing in all applicable jurisdictions a UCC-3 or similar instrument to terminate the security interest granted hereunder with respect to Collateral which Borrower is entitled to transfer under Section 7.1 of the Loan Agreement.

Page 1

PATENT
REEL: 018428 FRAME: 0862

PATENT
REEL: 025033 FRAME: 0762

BANK:

SILICON VALLEY BANK

Loak Dawson
(Signature)

Vice President
(Title)

GRANTOR:

HYPERFORMIX, INC.

[Handwritten Signature]
(Signature)

CEO
(Title)

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
SES/RTL TXU502073/partial source for SES Workbench 2.0 version	TX502 073	© Registered 9/23/91
SES/RTI TXU491751/partial source for SES Workbench 2.0 version	TX491 751	© Registered 9/25/91
SES/COM TXU506419/partial source for SES Workbench 2.0 version	TX506 419	© Registered 1/23/91
SES/COM & SES/RTI TXU489155/partial source for SES Workbench 2.0 version	TX489 155	© Registered 9/24/91
SES/COM & SES/RTL TXU491757/partial source for SES Workbench 2.0 version	TX491 757	© Registered 9/24/91
SES/Graph TXU489154/partial source for SES Workbench 2.0 version	TX489 154	© Registered 9/24/91
SES/Report TXU490542/partial source for SES Workbench 2.0 version	TX490 542	© Registered 9/25/91
SES/Report & SES/Graph TXU489146/partial source for SES Workbench 2.0 version	TX489 146	© Registered 9/24/91
SES/Design, SES/Scope, SES/Trans & Catalog Manager TXU519693/partial source for SES Workbench 2.0 version	TX519 693	© Registered 9/24/91
SES/Design TXU489151/partial source for SES Workbench 2.0 version	TX489 151	© Registered 9/24/91
SES/Scope TXU489152/partial source for SES Workbench 2.0 version	TX489 152	© Registered 9/24/91
SES/Tran(s) TXU489153/partial source for SES Workbench 2.0	TX489 153	© Registered 9/24/91

Page 3

PATENT
REEL: 018428 FRAME: 0864

PATENT
REEL: 025033 FRAME: 0764

version

Catalog Manager TXU519692/partial source for SES Workbench 2.0 version	TX519 692	© Registered 9/24/91
GUIDE II, EDGE TXU489148/partial source for SES Workbench 2.0 version	TX489 148	© Registered 9/24/91
SIF TXU491758/partial source for SES Workbench 2.0 version	TX491 758	© Registered 9/24/91
GUIDE II, Common TXU489147/partial source for SES Workbench 2.0 version	TX489 147	© Registered 9/24/91
Source_code.tar TXi-263-765	TXu1-263-765	Registered 12/29/05

PATENT
REEL: 018428 FRAME: 0865

PATENT
REEL: 025033 FRAME: 0765

EXHIBIT B

Patents (Issued)

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
Apparatus for and method of displaying running of modeled system designs	U. S. Patent No. 5,852,449	Issued 12/22/98; 11 ½ year MF due 6/22/10; no assignment filed with the PTO
Object oriented ADN and method of converting a non-object oriented computer language to an object oriented computer language	U. S. Patent No. 7,047,524	Filed 12/30/00; Granted 5/18/06 3 ½ yr MF due 11/16/09 7 ½ yr MF due 11/16/13 11 ½ yr MF due 11/16/17

Patents (Applications)

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
A Method of Semi-Automatic Data Collection, Data Analysis, and Model Generation for the Performance Analysis of Enterprise Applications	U.S. Patent Application No. 10/354,320	Filed 1/29/03 Assignment recorded Awaiting first office action Includes 0107, 0108, 0109, 0100, 0104
Statistical Display Apparatus and Method	U.S. Patent Application No. 10/832,204	Filed 4/26/04 Office action received 3/1/06 Response due 9/1/06
System and Method for Aligning Data Packets in Time	U.S. Patent Application No. 10/654,817	Filed 9/3/03 Awaiting first office action
Method and Apparatus For Managing Complex Processes	U.S. Patent Application No. 11/152,990	Priority 6/14/04 Filed 6/14/05 Published 1/26/06

Page 5

PATENT
REEL: 018428 FRAME: 0866

PATENT
REEL: 025033 FRAME: 0766

Method and Apparatus For Organizing Visualizing and Using Measured or Modeled System Statistics	U.S. Patent Application No. 11/153,034	Priority 6/14/04 Filed 6/14/05 Published 2/23/06
Apparatus and Method for Sealing Software Models from Production Data	U.S. Patent Application No. 11/345,415	Filed 2/1/06 Awaiting Notice of Publication
System and Method for Performing Capacity Planning for Enterprise Applications	U.S. Patent Application No. 11/168,628	Priority 6/28/04 Filed 6/28/05 Published 1/19/06
Object oriented ADN and method of converting a non-object oriented computer language to an object oriented computer language	U.S. Patent Application No. 11/091,894	Priority 12/30/00 – Continuation of .0164 Filed 3/28/05 Refilled to cover 3 claims cancelled from .0164 Published 11/3/05
Automating the Analysis and Importing of Resource Data Into Business Function Profiles	U.S. Patent Application No. 11/374,826	Priority 3/11/05 Filed 3/11/06 Awaiting Notice of Publication
Method for Superimposing Statistical Information on Tabular Data	U.S. Patent Application No. 11/093,337	Priority 4/26/04 – CIP of .0201 Filed 3/29/05 Published 10/27/05

PATENT
REEL: 018428 FRAME: 0867

PATENT
REEL: 025033 FRAME: 0767

EXHIBIT C

Trademarks (Registered)

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
OBJECTBENCH®	U.S. Registration No. 1,906,361	® Registered 7/18/95; Renewal due 7/18/15
CODE GENESIS®	U.S. Registration Nos. 2,111,343, 2,082,440	2,111,343 - ® Registered 11/4/97; Renewal due 11/4/07 2,082,440 - ® Registered 7/22/97; Renewal due 7/22/07
SES/OBJECTBENCH®	U.S. Registration No. 1,891,985	® Registered 5/2/95; Renewal due 5/2/15
SES/SCOPE®	U.S. Registration No. 2,425,384	® Registered 1/30/01; 8 & 15 due 1/30/07; Renewal due 1/30/11
SES/RTL®	U.S. Registration No. 2,076,631	® Registered 7/8/97; Renewal due 7/8/07
SES/SIM®	U.S. Registration No. 2,076,630	® Registered 7/8/97; Renewal due 7/8/07
SES/DESIGN®	U.S. Registration No. 2,076,629	® Registered 7/8/97 Renewal due 7/8/07
SES® & design	U.S. Registration No. 2,076,628	® Registered 7/8/97;

Page 7

PATENT
REEL: 018428 FRAME: 0868

PATENT
REEL: 025033 FRAME: 0768

		Renewal due 7/8/07;
SES WORKBENCH®	U.S. Registration No. 1,592,820	® Registered 4/24/90 Renewal due 4/24/10
SES/WORKBENCH (France)	Registration No. 1,685,566	® Registered 8/7/91; Renewal due 8/7/11
SES/WORKBENCH (Great Britain)	Registration No. 1,473,199	® Registered 8/8/91; Renewal 8/8/08; An Assignment needs to be done
SES & Design (France)	Registration No. 1650930	® Registered 3/19/91; Renewal due 3/19/11;
SES/WORKBENCH (Germany)	Registration No. 2,020,267	® Registered 9/8/92; Renewal due 8/31/11
SES/WORKBENCH (Japan)	Registration No. 4067926	® Registered 10/9/97; Renewal due 10/9/07; Need to do an Assignment
SES & Design (Great Britain)	Registration No. 1459085	® Registered 9/24/90; Renewal due 9/24/07; Need to do an Assignment
SES & Design (Germany)	Registration No. 2013446	® Registered 4/29/92; Renewal due 3/31/11
SES & Design (Japan)	Registration No. 2721063	® Registered 4/25/97; Renewal due 4/25/07; Need to do an Assignment
HYPERFORMIX®	U.S. Registration No. 3,101,031	® Filed 6/16/00; Registered 6/6/06

Page 8

PATENT
REEL: 018428 FRAME: 0869

PATENT
REEL: 025033 FRAME: 0769

		8 & 15 due 6/6/12
		Renewal due 6/6/16
HYPERFORMIX (CTM-Europe)	Registration No. 1804624	© Application filed 8/11/00;
		Registered 2/4/05
		Renewal due 8/11/10
HYPERFORMIX (Japan)	Registration No. 4534747	© Filed 8/9/00;
		Registered 1/11/02
		Renewal due 1/11/12
HYPERFORMIX (Texas)	Registration Nos. 800094290, 800094276	© Registered 6/13/02
		Renewal due 6/13/12
MAKING EBUSINESS PERFORM©	U.S. Registration Nos. 2,784,602, 2,729,729	2,784,602 - © Filed 6/16/00;
		Registered 11/18/03
		8 & 15 due 11/18/09
		Renewal due 11/18/13
		2,729,729 - © Filed 6/16/00;
		Registered 6/24/03
		8 & 15 due 6/24/09
		Renewal due 6/24/13
WHEN PERFORMANCE COUNTS, COUNT ON HYPERFORMIXI©	U.S. Registration No. 2,782,612	© Filed 9/12/01
		Registered 11/11/03
		8 & 15 due 11/11/09
		Renewal due 11/11/13
MAKING ENTERPRISES PERFORM©	U.S. Registration Nos. 3,068,983, 3,068,984	© Filed 6/25/03
		Registered 3/14/06
		8 & 15 due 3/14/12
		Renewal due 3/14/16
IPS©	U.S. Registration No. 3,078,802	© Filed 10/4/04

Registered 4/11/06

S. & 15 due 4/11/12

Renewal due 4/11/16

Trademarks (Applications)

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
HYPERFORMIX	U.S. Application Nos. 75/802,928, 76/071,827	75/802,928 - TM Filed 9/20/99 SOU filed 2/8/05 Office action received 5/8/06 (need substitute specimen for class 42) Response due 11/6/06 76/071,827 - TM Filed 6/16/00; Notice of Allowance received 6/6/06 SOU due 12/6/06
WHEN PERFORMANCE COUNTS, COUNT ON HYPERFORMIX!	U.S. Application No. 76/312,664	TM Filed 9/12/01 Notice of Allowance received 4/18/06 SOU due 10/18/06
HYPERFORMIX READINESS ASSESSMENT	U.S. Application Nos. 78/267,023, 78/267,035	78/267,023 - TM Filed 8/25/03 Notice of Allowance received 6/13/06 SOU due 12/13/06 78/267,035 - TM Filed 8/25/03 Notice of Allowance received 2/21/06 SOU due 8/21/06
ALIGNIT	U.S. Application No. 78/408,713	Filed 4/27/04 Published for opposition 2/1/05

Page 10

PATENT
REEL: 018428 FRAME: 0871

PATENT
REEL: 025033 FRAME: 0771

HYPFORMIX ALIGNIT	U.S. Application No. 78/408,720	Filed 4/27/04
		Notice of Allowance received 1/3/06
		SOU due 7/3/06
IPS ENTERPRISE CAPACITY PLANNER	U.S. Application No. 78/494,295	Filed 10/4/04
IPS APPLICATION PERFORMANCE OPTIMIZER	U.S. Application No. 78/494,293	Filed 10/4/04
IPS APPLICATION PERFORMANCE DESIGNER	U.S. Application No. 78/494,290	Filed 10/4/04

Trademarks (Unregistered)

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
STRATEGIZER		
WE MAKE ECOMMERCE PERFORM	S/N 75/879,638	
WE MAKE EBUSINESS PERFORM	S/N 75/879,637	
WE MAKE ERETAIL PERFORM	S/N 75/879,636	
ESIM	S/N 75/748,995	
MAKING EBUSINESS PERFORM (CTM)	1842582	
MAKING EBUSINESS PERFORM (JAPAN)	87942/00	
HYPFORMIX WORKBENCH		
HYPFORMIX PERFORMANCE PROFILER		
HYPFORMIX PERFORMANCE DASHBOARD		
HYPFORMIX		

INFRASTRUCTURE OPTIMIZER

HYPERFORMIX INTEGRATED
PERFORMANCE SUITE

HYPERFORMIX APPLICATION
ADVISOR

HYPERFORMIX MODELER

SOFTWARE THAT ENGINEERS
PERFORMANCE

WHEN PERFORMANCE 2614451
COUNTS, COUNT ON
HYPERFORMIX! (CTM)

Filed 3/12/02

PATENT
REEL: 018428 FRAME: 0873

PATENT
REEL: 025033 FRAME: 0773

EXHIBIT D

Mask Works

Description

Registration/Application
Number

Registration/Application
Date

I/A

Page 13

RECORDED: 10/20/2006

PATENT
REEL: 018428 FRAME: 0874

RECORDED: 09/22/2010

PATENT
REEL: 025033 FRAME: 0774