

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

FORM PTO-1595

(Rev. 08/05)

Office OMB No. 0651-0027 (exp. 06/30/2008)

RECORDATION FORM COVER SHEET

PATENTS ONLY

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

1. Name of conveying party(ies):

Precise Software Solutions, Inc.

3 Twin Dolphin Drive, Suite 350

Redwood City, CA 94065

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

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

Execution Date: 3/13/2012

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Joint Research Agreement☐ Government Interest Assignment☐ Executive Order 9424, Confirmatory License☐ Other _____

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

Name: Silicon Valley Bank

Internal Address:

Street Address: 3003 Tasman Dr HF 150

City: Santa Clara

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)

10750346 12188181 PCTUS2011/022607

10930481 12188179 11648659

10740162 12187446 11611873

11295535 12475293 12958740

11560391 12188091 61298849

B. Patent No.(s)

7210073

Additional numbers attached? ☐ Yes ☐ No

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

Name: UCC Direct Services

Internal Address: Attn: 14080632

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 1-800-342-3676 X 4065

Fax Number: 800-962-7049

Email Address: cls-uds@albanys.wolterskluwer.com

6. Total number of applications and patents involved: 16

7. Total fee (37 CFR 1.21 (h) & 3.41) \$640.00

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

8. Payment Information

a. Credit Card

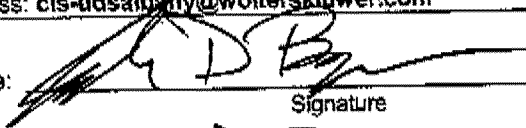
Last 4 Numbers 1640

Expiration Date 10/13

b. Deposit Account Number

Authorized User Name

9. Signature:



Signature

3/15/12

Date

Joseph D Borgman

Name of Person Signing

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

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

OP \$640.00 1075034

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Second Amendment Effective Date by and between SILICON VALLEY BANK, as Agent ("Secured Party") and PRECISE SOFTWARE SOLUTIONS, INC. ("Grantor").

RECITALS

A. Secured Party is Agent for Lenders who have made certain advances of money and extended certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Secured Party, Lenders 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). The Loan Agreement requires that Grantor grant to Secured Party a security interest in certain copyrights, trademarks, patents, and mask works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Secured Party 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 Collateral.

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 Secured Party a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those copyrights, patents, trademarks and mask works listed on Schedules A, B, C, and D 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 Secured Party under the Loan Agreement. The rights and remedies of Secured Party 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 Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party 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 Secured Party 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 Secured Party, 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.

GRANTOR:

Address of Grantor:

3 Twin Dolphin Drive, Suite 350
Redwood Shores, CA 94065

Attn: AMIR AMER

PRECISE SOFTWARE SOLUTIONS, INC.

By: [Signature]

Title: CTO

SECURED PARTY:

Address of Secured Party:

2400 Hanover Street
Palo Alto, CA 94304

Attn: Nick Telagkas

SILICON VALLEY BANK, as Agent

By: [Signature]

Title: Relationship Manager

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B**Patents**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	
Patent Title	PTO Serial Number	Filing Date	Status
Workflow for Performance Management Methodology	10/749,364 & 7,210,073	12/31/2003	Issued
Object-Level Database Performance Management	10/750,346	12/31/2003	Issued
A Method of Monitoring Network and Application Performance by Analyzing Web Clients and Web Servers #1	10/930,481	8/31/2004	Issued
Optimized Instrumentation of Web Pages for Performance Management	10/740,162	12/18/2003	Issued
Method System and Computer Readable Code for Instrumenting Code for Logging Database Related Strings	11/295,535 & XX/702,642	12/7/2005	Issued
Apparatus, Method, and Computer-Code for detecting changes in multi-protocol software component for remote file distribution and remote code execution having a generic client-side interface	7/634,459 & 11/560,391	11/16/2006	Issued
Quantifying Index Overhead	12/188,181	8/6/2008	Issued
Application Object Tuning	12/188,179	8/6/2008	Issued
Apparatus, Method, and Computer Readable Medium for Identifying and Quantifying Database Disk-Sort Operations OR Identify and Quantify Sort on Disk Instead Of In Memory	12/187,446	8/7/2008	Issued
Object Level Database Performance Management	12/475/293	5/29/2009	Filed/in Prosecuti
Tracking Table and Index Partition Usage in An Oracle Database	12/188,091	8/7/2008	Issued
Performance-Monitoring of Web Applications in a Proxy-Containing System	11/549/69	Oct-06	Filed/in Prosecuti
Performance-Monitoring of Web Applications in a Proxy-Containing System	11/549,659	10/16/2006	Filed/in Prosecuti
A Tool for Database Tuning Using Non-Key Columns of a Non-Cluster Index	11/611,873	12/17/2006	Filed/in Prosecuti
A Method of Monitoring Network and Application Performance by Analyzing Web Clients and Web Servers #2	12/958,740	12/2/2010	Filed/in Prosecuti

EXHIBIT B
Patents Continued

Patent Title	PTO Serial Number	Filing Date	Status
Dynamic Storage Blocks Tiering (EMC related)	61/298,849	1/27/2010	Filed/In Prosecuti
Dynamic Storage Blocks Tiering (EMC related)	PCTUS2011/022607	1/26/2011	Filed/In Prosecuti
Object Level Database Performance Management	12/475/293	5/29/2009	Filed/In Prosecuti

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

Mark	Status	Serial No.	Filing Date	Registration Number	Registration Date	Classes
Accelerating E Business	Registered	76/101,044	8/1/2000	2,523,690	12/25/2001	9
Performance	Registered	3178183	5/22/2003	3178183	4/19/2005	9, 16, 42
I3	Registered				7/24/2001 or 5/21/2004	9, 16, 42
IMPACT/SQL	Registered	75/039,028	1/2/1996	2,470,781		
INDEPTH	Registered	2003-42010	5/22/2003	4772730	5/21/2004	9
Performance is our Business	Registered	76/057,314	5/25/2000	2,672,732	1/7/2003	9
Performance Warehouse	Registered	76/193,247	1/12/2001	2,668,008	12/31/2002	9
Precise Enterprise	Registered	75/593,050	11/23/1998	2,559,272	4/9/2002	9
					4/9/2002 or	
Precise I3	Registered	76/230,584	3/26/2001	2,644,182	10/29/2002	9
Precise/Foresight	Registered	76/096,222	7/25/2000	2,652,466	11/19/2002	9
Precise/Indepth	Registered	76/246,134	4/25/2001	2,667,145	12/24/2002	9
Precise/Insight	Registered	75/898/597	1/19/2000	2,592,365	7/9/2002	9
Precise/Pulse1	Registered	75/464,331	4/8/1998	2,747,474	8/5/2003	9
Precise/Savant	Registered	76/361,150	1/23/2002	2,852,451	6/15/2004	9
Precise/Savvy	Registered	76/361,151	1/23/2002	2,683,064	2/4/2003	9
Smartune	Registered	75/407,542	12/18/1997	2,632,036	10/8/2002	9
Precise Software	Registered					
I3	Supplemental	77/848,869	10/18/2009	Pending	Pending	
	Pending	78/252,326	5/20/2003	Pending	Pending	9
INDEPTH	Pending	3178217	5/22/2003	Pending	Pending	9
INDEPTH	Pending	78/252,331	5/20/2003	3,330,388	11/6/2007	9
Precise Software- Europe	Pending		10/18/2009	Pending	Pending	9

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date