

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Numara Software, Inc.		08/10/2006	CORPORATION: DELAWARE
UniPress Software, Inc.		08/10/2006	CORPORATION: NEW JERSEY

**RECEIVING PARTY DATA**

Name:	Wells Fargo Foothill, Inc., as Collateral Agent
Street Address:	One Boston Place
Internal Address:	Suite 1800
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Serial Number:	78764325	NUMARA
Serial Number:	78769966	NUMARA SOFTWARE
Registration Number:	1790802	BLUE OCEAN SOFTWARE
Registration Number:	1748294	TRACK-IT!
Registration Number:	2135007	FOOTPRINTS
Registration Number:	2328729	UNIPRESS
Registration Number:	2474942	UNIPRESS
Registration Number:	2558350	INSTANT TALK

**CORRESPONDENCE DATA**

Fax Number: (617)526-9899  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

CH \$215.00 78764325

Phone: 6175269628  
Email: cslattery@proskauer.com  
Correspondent Name: Christine Slattery  
Address Line 1: One International Place  
Address Line 2: Proskauer Rose LLP  
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	76751/004
NAME OF SUBMITTER:	Christine Slattery
Signature:	/Christine Slattery/
Date:	08/16/2006

**Total Attachments: 9**  
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated August 10, 2006, is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of Wells Fargo Foothill, Inc. ("*Wells Fargo*"), as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Numara Software, Inc., a Delaware corporation, has entered into a Credit Agreement dated as of August 10, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with Wells Fargo, as Administrative Agent, Collateral Agent, Swing Line Lender, an L/C Issuer and Syndication Agent and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans by the Lenders and the issuance of Letters of Credit by the L/C Issuer under the Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated August 10, 2006 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following, except to the extent any applicable law, regulation or agreement with a domain name registrar prohibits the creation of a security interest therein or would otherwise invalidate any Grantor's right, title or interest therein (the "*Collateral*"):

(i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under

applicable federal law), together with the goodwill symbolized thereby (the “**Trademarks**”);

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “**Copyrights**”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Address for Notices:

2202 North West Blvd.  
Suite 650  
Tampa, FL 33607

NUMARA SOFTWARE, INC.

By

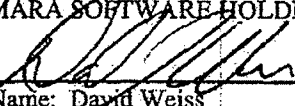
  
Name: David Weiss  
Title: President

Address for Notices:

c/o TA Associates, Inc.  
200 Clarendon St., 56<sup>th</sup> Fl.  
Boston, MA 02116

NUMARA SOFTWARE HOLDINGS, INC.

By


  
Name: David Weiss  
Title: President

Address for Notices:

2025 Lincoln Highway  
Edison, NJ 08817

UNIPRESS SOFTWARE, INC.

By

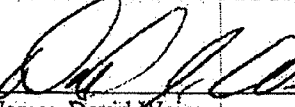
  
Name: David Weiss  
Title: President

Address for Notices:

2025 Lincoln Highway  
Edison, NJ 08817

UNIPRESS HOSTING SOLUTIONS, INC.

By

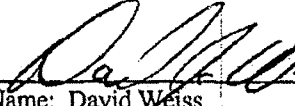
  
Name: David Weiss  
Title: President

Address for Notices:

2025 Lincoln Highway  
Edison, NJ 08817

FOOTPRINTS SOFTWARE, INC.

By

  
Name: David Weiss  
Title: President

[INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**Annex A to the  
IP Security Agreement**

**FORM OF INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "**IP Security Agreement Supplement**") dated \_\_\_\_\_, 20\_\_ is made by the Person listed on the signature page hereof (the "**Grantor**") in favor of Wells Fargo Foothill, Inc. ("**Wells Fargo**"), as collateral agent (the "**Collateral Agent**") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Numara Software, Inc., a Delaware corporation, has entered into a Credit Agreement dated as of August 10, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), with Wells Fargo as Administrative Agent, Collateral Agent, Swing Line Lender, an L/C Issuer and Syndication Agent and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Grantor and certain other Persons have executed and delivered that certain Security Agreement dated August 10, 2006 made by the Grantor and such other Persons to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") and that certain Intellectual Property Security Agreement dated August 10, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**IP Security Agreement**").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following, except to the extent any applicable law, regulation or agreement with a domain name registrar prohibits the creation of a security interest therein or would otherwise invalidate any Grantor's right, title or interest therein (the "**Collateral**"):

(i) the patents and patent applications set forth in Schedule A hereto (the "**Patents**");

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in

United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “*Trademarks*”);

(iii) the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “*Copyrights*”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) all any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

SECTION 2. Supplement to Security Agreement. Schedule VI to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

SECTION 3. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 4. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

[NAME OF GRANTOR]

By \_\_\_\_\_  
\_\_\_\_\_ Name:  
\_\_\_\_\_ Title:

Address for Notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Schedule A to IP Security Agreement: Patents

None.

Schedule B to IP Security Agreement: Trademarks

<u>Grantor</u>	<u>Domain Name/Mark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Reg. No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
Numara Software, Inc.	Numara	USA	78764325		December 1, 2005	
Numara Software, Inc.	Numara Software (words and design)	USA	78769966		December 9, 2005	
Numara Software, Inc.	Blue Ocean Software	USA		1790802	June 1, 1992	August 31, 1993
Numara Software, Inc.	Track-It!	USA		1748294	June 1, 1992	January 26, 1993
UniPress Software, Inc.	FootPrints	USA		2135007	June 24, 1996	February 3, 1998
UniPress Software, Inc.	unipress	USA		2328729	December 23, 1998	March 14, 2000
UniPress Software, Inc.	UNIPRESS	USA		2474942	June 1, 1999	August 7, 2002
UniPress Software, Inc.	Instant Talk	USA		2558350	October 19, 2000	April 9, 2002

Schedule C to IP Security Agreement: Copyrights

<u>Grantor</u>	<u>Title of Work</u>	<u>Country</u>	<u>Title</u>	<u>Reg. No.</u>	<u>Issue Date</u>
Numara Software, Inc.	Track-It! Version 1	USA	Numara Software, Inc.	TX-3-252-337	2/27/92
Numara Software, Inc.	Track-It! Version 2	USA	Numara Software, Inc.	TX-5-336-012	7/2/01
Numara Software, Inc.	Track-It! Version 3	USA	Numara Software, Inc.	TX-5-336-013	7/6/01
Numara Software, Inc.	Track-It! Version 4	USA	Numara Software, Inc.	TX-5-336-014	7/6/01
Numara Software, Inc.	Track-It! Version 5	USA	Numara Software, Inc.	TX-5-674-608	6/24/02
Numara Software, Inc.	Intuit Track-It! Version 6	USA	Numara Software, Inc.	TX-5-867-584	7/6/03
Numara Software, Inc.	Intuit Track-It! Version 6	USA	Numara Software, Inc.	TX-6-179-342	7/14/05
Numara Software, Inc.	Intuit Track-It! Version 6.5	USA	Numara Software, Inc.	TX-6-051-743	10/15/04
Numara Software, Inc.	NT Manage	USA	Numara Software, Inc.	TX-4-375-607	9/8/96
UniPress Software, Inc.	footprints	USA	UniPress Software, Inc.	TX4-487-042	3/3/1997
UniPress Software, Inc.	pc2x	USA	UniPress Software, Inc.	TX3-896-477	7/26/1994
UniPress Software, Inc.	unipress emacs - version 2.10	USA	UniPress Software, Inc.	TX3-339-110	10/2/1992
UniPress Software, Inc.	unipress emacs - version 2.20e	USA	UniPress Software, Inc.	TX3-291-485	3/23/1992
UniPress Software, Inc.	pc2X program	USA	UniPress Software, Inc.	TX3-482-161	11/24/92