Form **PTO-1594** (Rev. 07/05) OMB Collection 0651-0027 (exp. 6/30)



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

# 103330595 TRADEMARKS ONLY

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| To the Director of the U.S. Patent and Trademark Office: Please record the attached docume (15 tor the new address(es) below. |   |  |  |  |  |
|---|---|--|--|--|--|
| 1. Name of conveying party(ies):  | 2. Name and address of receiving party(ies)   |  |  |  |  |
| BLUECURRENT, INC.   | Additional names, addresses, or citizenship attached?   |  |  |  |  |
|   | Name: Bridge Bank, National Association   |  |  |  |  |
|   | Internal  |  |  |  |  |
| Individual(s) Association   | Address:  |  |  |  |  |
| General Partnership Limited Partnership   | Street Address: 55 Almaden Blvd.  |  |  |  |  |
| ✓ Corporation- State: TEXAS   | City: San Jose  |  |  |  |  |
| Other   | State: CA   |  |  |  |  |
| Citizenship (see guidelines)  | Country: United States Zip: 95113   |  |  |  |  |
| Additional names of conveying parties attached? Yes V No  |   |  |  |  |  |
| 3. Nature of conveyance )/Execution Date(s) :   | General Partnership Citizenship   |  |  |  |  |
| Execution Date(s) APRIL 26, 2006  | Limited Partnership Citizenship   |  |  |  |  |
|   | Corporation Citizenship   |  |  |  |  |
| Assignment Merger   | OtherCitizenship  |  |  |  |  |
| ✓ Security Agreement  | If assignee is not domiciled in the United States, a domestic representative designation is attached: |  |  |  |  |
| Other   | (Designations must be a separate document from assignment)  |  |  |  |  |
| 4. Application number(s) or registration number(s) and identification or description of the Trademark.                        |   |  |  |  |  |
| A. Trademark Application No.(s)   | B. Trademark Registration No.(s)<br>2592484, 2579790, 2592485, 2592486, 2714142, 2714141              |  |  |  |  |
|   | 2714140. 2714139. 2823695. 2854209. 2875188   |  |  |  |  |
|   | Additional sheet(s) attached? ☐ Yes ✓ No  |  |  |  |  |
| C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):          |   |  |  |  |  |
|   |   |  |  |  |  |
| 5. Name & address of party to whom correspondence   | 6. Total number of applications and   |  |  |  |  |
| concerning document should be mailed:   | registrations involved:   |  |  |  |  |
| Name: Bridge Bank, National Association   |   |  |  |  |  |
| Internal Address:   | 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$290.00   |  |  |  |  |
|   | Authorized to be charged by credit card   |  |  |  |  |
| Street Address: _55 Almaden Blvd.   | Authorized to be charged to deposit account   |  |  |  |  |
|   | LJ Enclosed   |  |  |  |  |
| City: San Jose  | 8. Payment Information:   |  |  |  |  |
| 7in: 05113  | a. Credit Card Last 4 Numbers<br>Expiration Date  |  |  |  |  |
| State: <u>CA</u> 21p. <u>95113</u><br>Phone Number: <u>408-556-8300</u>   | ·   |  |  |  |  |
| Fax Number: 408-423-8510  | b. Deposit Account Number   |  |  |  |  |
| Email Address:  | Authorized User Name  |  |  |  |  |
|   | 10/24/04  |  |  |  |  |
| 9. Signature:  Date   |   |  |  |  |  |
| Jennier Acevedo  Total number of pages including cover sheet, attachments, and document:                                      |   |  |  |  |  |
| 200 Name of Berson Signing  |   |  |  |  |  |
| Name and the second should be faxed to (571) 273-0140, or mailed to:  |   |  |  |  |  |

pocuments 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, VA 22313-1450

#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

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This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 26, 2006, (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and Bluecurrent, Inc., ("Grantor") is made with reference to the Business Financing Agreement, dated as of April 26, 2006 (as amended from time to time, the "Financing Agreement"), between Lender and Grantor. Terms defined in the Financing Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

- (a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;
- (b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit
- (c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;
- (d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");
- (e) trade secrets, and any and all intellectual property rights in computer software and computer software products;
  - (f) design rights;
- (g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
- (j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Financing Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

BLUECURRENT, INC.

Name: wurner Title:

Address for Notices: Attn:

7000 North Mopac Expwy, Suite 150 Austin, TX 78731

Fax;

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

Name: Title:

Address for Notices:

Attn: Lee Shodiss 55 Almaden Boulevard

San Jose, CA 95113 Tel: (408) 556-6502 Fax:(408) 423-8510

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**TRADEMARK REEL: 003420 FRAME: 0633** 

## **EXHIBIT A**

## **COPYRIGHTS**

Description

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Application

Application

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See attached

**EXHIBIT B** 

## **TRADEMARKS**

Description

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Application

Date

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TRADEMARK

**REEL: 003420 FRAME: 0635** 

**EXHIBIT C** 

**PATENTS** 

escription

Registration/

Registration/

Application

Application

Number

Date

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## Bluecurrent IP

### **Trademarks**

EXP DATE APP NO REG DATE APP DATE MARK COUNTRY CLIENT MATTER STATUS REG NO BLUECURRENT United States Bluecurrent, Inc. 52577-00501 Registered 2592484 76/009659 7/9/2002 3/27/2000 7/9/2012 🗸 BLUECURRENT United States Bluecurrent, Inc. 52577-00602 Registered 2579790 76/009660 6/11/2002 3/27/2000 6/11/2012 🗸 RLUECURRENT United States Bluecurrent, Inc. 52577-00603 Registered 2592485 76/009661 7/9/2002 3/27/2000 7/9/2012 🗸 BLUECURRENT United States Bluecurrent, Inc. 52577-00604 Registered 2592486 76/009662 7/9/2002 3/27/2000 7/9/2012 🗸 BLUECURRENT & Design United States Bluecurrent, Inc. 52577-00605 Registered 2714142 76/149932 5/6/2003 10/19/2000 5/6/2013 🗸 BLUECURRENT & Design United States Bluecurrent, Inc. 52577-00606 Registered 2714141 76/149931 5/6/2003 10/19/2000 5/6/2013 -> BLUECURRENT & Design United States Bluecurrent, Inc. 52577-00607 Registered 2714140 75/149830 5/6/2003 10/19/2000 5/6/2013 🗸 BLUECURRENT & Design United States Bluecurrent, Inc. 52577-00608 Registered 2714139 76/149829 5/6/2003 10/19/2000 5/6/2013 📈 MANAGING TECHNOLOGY IN MOTIONUnited States Bluecurrent, Inc. 52577-00610 Registered 2823895 76/149052 3/16/2004 10/18/2000 3/16/ V MANAGING TECHNOLOGY IN MOTIONUnited States Bluecurrent, Inc. 52577-00611 Registered 2854209 76/149053 6/15/2004 10/18/2000 6/15/ v MANAGING TECHNOLOGY IN MOTIONUnited States Bluecurrent, Inc. 52577-00612 Registered 2875188 76/149054 8/17/2004 10/18/2000 8/17/√ BLUECURRENT Community TrademaBluecurrent, Inc. 52577-00513 Registered 001875293 001875293 1/16/2002 9/27/2000 9/30/2010 NOT 🥱 🕻 MANAGING TECHNOLOGY IN MOTIONCommunity TrademaBluecurrent, Inc. 52577-00614 Registered 002183440 002183440 6/5/2002 4/18/20( ) 10 5/10 BILUECURRENT & Design Community Tradema Bluecurrent, Inc. 52577-00615 Registered 002183374 002183374 5/24/2002 4/18/2001 4/30/2011 🗝 🕫 5/C BLUECURRENT & Design Norway Bluecurrent, Inc. 52577-00516 Registered 211220 200105023 10/18/2001 4/19/2001 10/18/2011 BILUECURRENT Norway Bluecurrent, Inc. \$2577-00617 Registered 211221 200105024 10/18/2001 4/19/2001 10/18/2011 MANAGING TECHNOLOGY IN MOTIONNorway Bluecurrent, Inc. 52577-00516 Registered 212863 200104808 1/24/2002 4/17/2001 1/24/2012 BLUECURRENT Canada Bluecurrent, Inc. 52577-00619 Registered TMA802982 1099578 2/23/2004 4/12/2001 2/23/2019 BLUFCURRENT & Design Canada Bluecurrent, Inc. 52577-00622 Registered TMA605919 1099310 3/22/2004 4/11/2001 3/22/2019

#### Patent

METHOD AND SYSTEM FOR WEB-BASED ASSET Management Patent number 5636857 Grant Date 10/21/2003

#### Copyrights

None

Bluecurrent Confidential

TRADEMARK
REEL: 003420 FRAME: 0637

**RECORDED: 10/31/2006**