

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Actuate Corporation		11/03/2008	CORPORATION: DELAWARE
Actuate International Corporation		11/03/2008	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Wells Fargo Foothill, LLC
<b>Street Address:</b>	2450 Colorado Avenue
<b>Internal Address:</b>	Suite 3000W
<b>City:</b>	Santa Monica
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90071
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Serial Number:	74510958	ACTUATE
Serial Number:	76210318	ACTUATE
Registration Number:	3331318	BALANCED SIX SIGMA
Registration Number:	2556580	CPA VIEWS
Registration Number:	1979544	FORMULA ONE
Registration Number:	2641246	INFOBROWSER
Registration Number:	2532270	PACE
Registration Number:	1909849	PB VIEWS
Registration Number:	2547990	PERFORMANCESOFT
Registration Number:	3112817	PERFORMANCESOFT TRACK
Registration Number:	3101815	PERFORMANCESOFT VIEWS
Registration Number:	2179596	REPORTCAST

CH \$340.00 74510958

Registration Number:

2168309

REPORT ENCYCLOPEDIA

**CORRESPONDENCE DATA**

Fax Number: (213)627-0705

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

Phone: 2136835627

Email: PalakShah@paulhastings.com

Correspondent Name: Palak Shah

Address Line 1: 515 S. Flower Street

Address Line 2: 25th Floor

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:

73896.00031

NAME OF SUBMITTER:

Palak Shah

Signature:

/Palak Shah/

Date:

11/03/2008

**Total Attachments: 11**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 3rd day of November, 2008, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, LLC, in its capacity as Agent for the Lender Group and the Bank Product Providers (together with its successors, "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among ACTUATE CORPORATION as borrower ( "Borrower"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To the extent required under the Security Agreement or the Credit Agreement , each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Providers to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[signature page follows]

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

**GRANTORS:**

**ACTUATE CORPORATION,**  
a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*[Handwritten Signature]*  
Daniel A. Gaudreau  
Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 003881 FRAME: 0661**

ACTUATE INTERNATIONAL CORPORATION,  
a Delaware corporation

By: *D. A. Gaudreau*

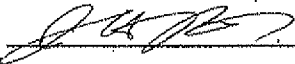
Name: D. A. GAUDREAU

Title: CFO

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**ACCEPTED AND ACKNOWLEDGED BY:**

**WELLS FARGO FOOTHILL, LLC, as Agent**

By:  \_\_\_\_\_

Name: Jee Hoon Park

Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 003881 FRAME: 0663**



SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Description	Application Number	Registration Number	Issue Dates
ACTUATE	757613	757613	19-Mar-1998
ACTUATE	824474538	824474538	06-Feb-2008
ACTUATE	897199	TMA532980	20-Sep-2000
ACTUATE	3114056	3114056	28-May-2003
ACTUATE	735282	735282	11-May-1999
ACTUATE	035152002	B036802004	13-Mar-2002
ACTUATE	793142	Not yet registered	Not yet registered
ACTUATE	155913	155913	31-Jan-2003
ACTUATE	H06102275	3351495	17-Oct-1997
ACTUATE	40200211910	554567	25-Jul-2003
ACTUATE	355772	607701	29-Apr-1999
ACTUATE	289076	289076	21-Aug-1998
ACTUATE	TP17142007	Not yet registered	Not yet registered
ACTUATE	200202397	219262	12-Jun-2003
ACTUATE	4199801469	4199801469	21-May-2004
ACTUATE	T9801829C	T9801829C	03-Mar-1998
ACTUATE	9802944	9802944	02-Jun-2001
ACTUATE	077162001	494359	06-Feb-2002
ACTUATE	91045630	1057583	16-Sep-2003
ACTUATE	74510958	2010533	22-Oct-1996
ACTUATE AND CIRCLE DESIGN	824474546	824474546	06-Feb-2008
ACTUATE AND CIRCLE DESIGN	1112183	TMA603692	01-Mar-2004

Description	Application Number	Registration Number	Issue Dates
ACTUATE AND CIRCLE DESIGN	3113769	3113769	28-May-2003
ACTUATE AND CIRCLE DESIGN	2333847	2333847	08-Aug-2001
ACTUATE AND CIRCLE DESIGN	035162002	B036812004	16-Mar-2004
ACTUATE AND CIRCLE DESIGN	1087481	Not yet registered	Not yet registered
ACTUATE AND CIRCLE DESIGN	155912	155912	31-Jan-2003
ACTUATE AND CIRCLE DESIGN	200172987	4707938	05-Sep-2003
ACTUATE AND CIRCLE DESIGN	40200211911	554566	25-Jul-2003
ACTUATE AND CIRCLE DESIGN	500883	779106	20-Feb-2003
ACTUATE AND CIRCLE DESIGN	200202398	219263	12-Jun-2003
ACTUATE AND CIRCLE DESIGN	4200202202	4200202202	10-Mar-2006
ACTUATE AND CIRCLE DESIGN	T0203410A	T0203410A	13-Mar-2002
ACTUATE AND CIRCLE DESIGN	200203531	200203531	13-Mar-2002
ACTUATE AND CIRCLE DESIGN	078782001	494514	07-Feb-2002
ACTUATE AND CIRCLE DESIGN	91045631	1061097	16-Oct-2003
ACTUATE AND CIRCLE DESIGN	76210318	2641931	29-Oct-2002
BALANCED SIX SIGMA	1267039	TMA701316	21-Nov-2007

Description	Application Number	Registration Number	Issue Dates
BALANCED SIX SIGMA	78/681690	3331318	11-Nov-2007
CAVIEWS	1014176	TMA543901	19-Apr-2001
CPAVIEWS	75/701512	2556580	2-April-2002
FORMULA ONE	74674501	1979544	11-Jun-1996
INFOBROWSER	76116903	2641246	22-Oct-2002
NIMBLE	001792845	001792845	04-Sep-2002
PACE	78065886	2532270	22-Jan-2002
PB VIEWS	755563	TMA447064	1-Sep-1995
PB VIEWS	74534472	1909849	8-Aug-1995
PB VIEWS/MEASURE MANAGE PERFORM	1160130	TMA609097	30-Apr-2004
PERFORMANCES OFT	1028263	TMA544024	23-Apr-2001
PERFORMANCES OFT	75799594	2547990	12-Mar-2002
PERFORMANCES OFT TRACK	1221593	TMA655261	16-Dec-2005
PERFORMANCES OFT AND DESIGN	3897361	3897361	4-Oct-2005
PERFORMANCES OFT TRACK	78/438637	3112817	6-Jun-2006

Description	Application Number	Registration Number	Issue Dates
PERFORMANCES OFT VIEWS	1221592	TMA654931	13-Dec-2005
PERFORMANCES OFT VIEWS	78/438635	3101815	6-Jun-2006
PERFORMANCES OFT MEASURE MANAGE PERFORM	3897361	3897361	4-Oct-2005
REPORTCAST	75260611	2179596	04-Aug-1998
REPORT ENCYCLOPEDIA	75160365	2168309	23-Jun-1998

**Trade Names**

N/A

**Common Law Trademarks**

N/A

**Trademarks Not Currently In Use**

N/A

**Trademark Licenses**

N/A