# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Receiving Party's citizenship as required by Document ID No. 900127011 and to correct the Receiving Party's address previously recorded on Reel 003914 Frame 0276. Assignor(s) hereby confirms the the Intellectual Property Security Agreement dated January 6, 2009		

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
NetVersant Acquisition LLC		101/06/2009	LIMITED LIABILITY COMPANY: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Patriarch Partners Agency Services, LLC		
Street Address:	32 Avenue of the Americas		
Internal Address:	17th Floor		
City:	lew York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		

#### PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark	
Registration Number:	3265406	NETVERSANT SOLUTIONS	
Registration Number:	2782211	NETVERSANT	

#### **CORRESPONDENCE DATA**

900127287

Fax Number: (312)782-8585

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

Phone: 312-269-4137

Email: druckle@jonesday.com

Correspondent Name: Danielle Ruckle Address Line 1: 77 W Wacker Dr Address Line 2: Jones Day

Chicago, ILLINOIS 60601-1692 Address Line 4:

ATTORNEY DOCKET NUMBER: 223194-615002

**REEL: 003936 FRAME: 0849** 

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NAME OF SUBMITTER:	Danielle Ruckle			
Signature:	/Danielle Ruckle/			
Date:	02/17/2009			
Total Attachments: 18				
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TO: DANIELLE RUCKLE COMPANY: 77 W WACKER DR

			TRADEMARK ASSIGNI	MENT		
Electronic Version v Stylesheet Version v			02/12/2009 900127011			
SUBMISSION TYPE:			CORRECTIVE ASSIGNMEN	ıT		
NATURE OF CONVE	Corrective Assignment to correct the Receiving Party's Address previous recorded on Reel 003914 Frame 0278. Assignor(s) hereby confirms the Intellectual Property Security Agreement dated January 6, 2009.			y		
CONVEYING PARTY	DATA	· <u>=</u> =				
Name			Formerly	Execution Date	Entity Type	
NetVersant Acquisition	on LLC			01/06/2009	LIMITED LIABILITY COMPANY:	
RECEIVING PARTY I	DATA					
Name:	Patriarch Partners Agency Services, LLC					
Street Address:	32 Avenue of t	32 Avenue of the Americas				
Internal Address:	17th Floor					
City:	New York					
State/Country:	NEW YORK					
Postal Code:	10013					
Entity Type:	LIMITED LIAB	ILITY	COMPANY:			٠,
PROPERTY NUMBER	RS Total: 2					
Property Type	Num	ber	1	Word Mark		
Registration Number	3265406		NETVERSANT SOLUTIONS			
Registration Number	2782211		NETVERSANT			
CORRESPONDENCE	DATA					
Fax Number:	(312)782-	8585				
Correspondence will i	• •		nen the fax attempt is unsucce	ssfui.		
Phone:	312-269-					
Email:	druckle@jonesday.com ie: Danlelle Ruckle					
Correspondent Name Address Line 1:	,					
Address Line 4:			OIS 60601			
NAME OF SUBMITTE	R:		Danielle Ruckle			
Signature:		T	/s/ Danielle Ruckle			

**TRADEMARK** 

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TO: DANIELLE RUCKLE COMPANY: 77 W WACKER DR

Date: 02/12/2009

Total Attachments: 4

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TO: DANIELLE RUCKLE COMPANY: 77 W WACKER DR

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TO: DANIELLE RUCKLE COMPANY: 77 W WACKER DR

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Electronic Version ( Styleshoot Version	*	01/06/200 90012406			
SUBMISSION TYPE	:	NEW ARRIGNMENT			
NATURE OF CONVE	EYANCE:	SECURITY INTEREST			
CONVEYING PARTY	/ DATA		,		
Nem		Formerly	Execution Date	Entity Type	
NetVersent Acquisti	on LLC		01/06/2006	LIMITED LIABILITY COMPANY: DELAWARE	
RECEIVING PARTY	DATA				
Name:	Davison Dada	ers Agency Services, LLC			
Street Address:		e Street, Suite 1400			
Chy:	Charlotte				
State/Country:	NORTH CARO	NORTH CAROLINA			
Postal Code:	28202				
Entity Type:	LIMITED LIABI	LITY COMPANY:			
PROPERTY NUMBER	R8 Total: 2				
Property Type	Numb	er l	Word Mark		
Registration Number		NETVERSANT			
Registration Number		NETVERSANT SOLUT	TICAR		
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CORRESPONDENCE	DATA				
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Phone:	312-266-4				
Email: Correspondent Name:		needsy.com acide			
Address Line 1:	77 W Wad				
Address Line 2: Jones Day					
Address Line 4: Chicago, ILLINOIS 60601-1692					
NAME OF SUBMITTE	R:	Denielle Ruoide			
Signature:		/a/ Danielle Ruckie			
Deta:		01/08/2009			

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TO: DANIELLE RUCKLE COMPANY: 77 W WACKER DR

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TO: DANIELLE RUCKLE COMPANY: 77 W WACKER DR

Total Attachments: 4

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TRADEMARK ASSIGNMENT						
Electronic Version v1 Stylesheet Version v			01/06/2009 900124063			
SUBMISSION TYPE:			NEW ASSIGNMENT			
NATURE OF CONVEY	ANCE:		SECURITY INTEREST			
CONVEYING PARTY	DATA					
Name			Formerly	Execution Date	Entity Type	٦
NetVersant Acquisition	n LLC			01/06/2009	LIMITED LIABILITY COMPANY: DELAWARE	
RECEIVING PARTY D	ATA					
Name:	Patriarch Part	ners A	gency Services, LLC			
Street Address:	227 West Trac	de Stre	et, Suite 1400			1
City:	Charlotte					
State/Country:	NORTH CAROLINA					
Postal Code:	28202					į
Entity Type:	LIMITED LIAB	ILITY	COMPANY:			
PROPERTY NUMBER	PROPERTY NUMBERS Total: 2					
Property Type	Num	ber	1	Word Mark		
Registration Number:	2782211		NETVERSANT			Ì
Registration Number:	3265406	}	NETVERSANT SOLUTIONS	S		
CORRESPONDENCE	DATA	· · · · · ·				(
Fax Number:	(312)782	-8585				
· ·			nen the fax attempt is unsucce	ssful.		1
Phone:	312-269-		<b>.</b>			
Email: Correspondent Name:	druckie@	-	<u> </u>			
Address Line 1:	Danielle Ruckle 77 W Wacker Dr					
Address Line 2:	Jones Day					
Address Line 4: Chicago, ILLINOIS 60601-1692						
NAME OF SUBMITTER	₹:		Danielle Ruckle	·		
Signature:			/s/ Danielle Ruckle			
Date:			01/06/2009			

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TO: DANIELLE RUCKLE COMPANY: 77 W WACKER DR

Total Attachments: 4

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# INTELLECTUAL PROPERTY SECURITY AGREEMENT (PATENTS & TRADEMARKS)

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (PATENTS & TRADEMARKS) (as may be amended, supplemented or otherwise modified from time to time, this "IP Security Agreement") dated January 6, 2009, is made by NetVersant Acquisition LLC, a Delaware limited liability company, as a grantor, NetVersant Acquisition II LLC, a Delaware limited liability company, as a grantor, NetVersant Acquisition III LLC, a Delaware limited liability company, as a grantor, NV Acquisition LP, a Delaware limited partnership, as a grantor, and NV Acquisition II, LP, a Delaware limited partnership, as a grantor (collectively, the "Grantors" and each individually, a "Grantor") in favor of Patriarch Partners Agency Services, LLC ("PPAS"), as agent (the "Agent") for the Lenders (as defined below).

WHEREAS, each Grantor has entered into a Credit Agreement dated as of even date herewith (as may be amended, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>"), with PPAS, as Agent, and the lenders party thereto (the "<u>Lenders</u>"). Capitalized terms used herein and not otherwise defined are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of advances, each Grantor shall have executed that certain Security Agreement dated as of even date herewith (as may be amended, supplemented or otherwise modified from time to time, the "Security Agreement") by Grantors in favor of the Agent for the benefit of the Lenders and the Agent.

WHEREAS, under the terms of the Security Agreement, each Grantor has granted a security interest in certain intellectual property of such Grantor to the Agent for the ratable benefit of the Lenders, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and any other governmental authority.

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

- Section 1. <u>Grant of Security</u>. Each Grantor hereby grants to the Agent for the ratable benefit of the Lenders a security interest in and to all of such Grantor's right, title and interest in and to the following (the "<u>Collateral</u>"):
- (a) the United States and foreign trademark and service mark registrations, applications, and licenses set forth on Exhibit A hereto but excluding any United States intent-to-use trademark application prior to the filing of a Statement of Use or Amendment to Allege Use in connection therewith to the extent that a valid security interest may not be taken in such an intent-to-use trademark application under applicable law (the "Trademarks");
- (b) any and all causes of action for past, present and future infringement or breach of the Trademarks, with the right, but not the obligation to sue for and collect, or otherwise recover, damages for such infringement or breach;

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- (c) the United States, international and foreign patents, patent applications, utility models, and statutory invention registrations set forth on <a href="Exhibit B">Exhibit B</a> hereto (the "Patents");
- (d) any and all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations of the Patents, all inventions in the Patents, and all rights provided in the Patents by international treaties or conventions and all improvements thereto; and
  - (e) any and all proceeds of the foregoing.
- Section 2. <u>Submission to Jurisdiction</u>. Each of the Lenders, Agent and Grantors hereby (a) agrees that any Action with respect to this Agreement may be brought in the courts of the State of New York or of the United States of America for the Southern District of New York, (b) accepts for itself and in respect of its property, generally and unconditionally, the exclusive jurisdiction of such courts, (c) irrevocably waives any objection, including, without limitation, any objection to the laying of venue or based on the grounds of <u>forum non conveniens</u>, which it may now or hereafter have to the bringing of any Action in those jurisdictions, and (d) irrevocably consents to the service of process of any of the courts referred to above in any Action by the mailing of copies of the process to the parties hereto as provided in the Credit Agreement. Service effected as provided in this manner will become effective ten calendar days after the mailing of the process.
- Section 3. <u>Waiver of Jury Trial</u>. Each of the Lenders, Agent and Grantors hereby waives any right to a trial by jury in any Action to enforce or defend any right under this Agreement or any amendment, instrument, document or agreement delivered or to be delivered in connection with this Agreement and agrees that any Action will be tried before a court and not before a jury.
- Section 4. <u>Recordation</u>. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.
- Section 5. <u>Execution in Counterparts</u>. This 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 when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
- Section 6. <u>Conflict Provision</u>. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement shall govern.

[Remainder of page intentionally left blank.]

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

NETVERSANT ACQUISITION II LLC

By Manager

NETVERSANT ACQUISITION III LLC

By Manager

NETVERSANT ACQUISITION III LLC

By Manager

NETVERSANT ACQUISITION III LLC

By Manager

Name Lynn Tilton

Title: Manager

### **NV ACQUISITION LP**

By: NETVERSANT
ACQUISITION ILLIC, its
general partner

By: Name Lynn Tilton
Title: Manager

## NV ACQUISITION II, LP

By: NETVERSANT
ACQUISITION HILLIC, its general partner

By: Name/Lynn Triton
Trile: Manager

Patriarch IP Security Agreement Signature Page CHI-1686427

## **Exhibit A: Trademarks**

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
NetVersant Acquisition LLC	Canada	NETVERSANT	586787	08/07/2003
NetVersant Acquisition LLC	European Union	NETVERSANT	001753029	07/12/2000
NetVersant Acquisition LLC	Mexico	NETVERSANT	709534	07/31/2001
NetVersant Acquisition LLC	United States	NETVERSANT	75895756/ 2782211	01/12/2000/ 11/11/2003
NetVersant Acquisition LLC	Canada	NETVERSANT SOLUTIONS	568785	08/07/2003
NetVersant Acquisition LLC	European Union	NETVERSANT SOLUTIONS	001752963	12/10/2001
NetVersant Acquisition LLC	Mexico de la constanta de la c	NETVERSANT SOLUTIONS	712065	08/29/2001
NetVersant Acquisition LLC	United States	NETVERSANT SOLUTIONS	75895655/ 3265406	01/12/2000/ 07/07/2007

**Exhibit B: Patents** 

None.

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**RECORDED: 02/17/2009** 

<sup>\*</sup> Trademark is inactive.

<sup>\*</sup> Trademark is inactive.