

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
SUPPLYSCAPE CORPORATION		05/28/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 Six Mile Road		
Internal Address:	M/C 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	Banking Association: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3224213	SUPPLYSCAPE	
Registration Number:	3135814	SUPPLYSCAPE	
CORRESPONDENCE DATA			
Fax Number:	(650)833-2001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	650-833-2247		
Email:	charlotte.fu@dlapiper.com		
Correspondent Name:	Charlotte X. Fu		
Address Line 1:	DLA Piper LLP (US)		
Address Line 2:	2000 University Avenue		
Address Line 4:	East Palo Alto, CALIFORNIA 94303		
ATTORNEY DOCKET NUMBER:	355281-8		
NAME OF SUBMITTER:	Charlotte X. Fu		

CH \$65.00 3224213

900135105

**TRADEMARK
 REEL: 003996 FRAME: 0257**

Signature:	/s/ Charlotte X. Fu
Date:	05/29/2009
Total Attachments: 5 source=Comerica_Suppliescape IP Agmt_5.28.2009#page1.tif source=Comerica_Suppliescape IP Agmt_5.28.2009#page2.tif source=Comerica_Suppliescape IP Agmt_5.28.2009#page3.tif source=Comerica_Suppliescape IP Agmt_5.28.2009#page4.tif source=Comerica_Suppliescape IP Agmt_5.28.2009#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 28, 2009 by and between COMERICA BANK ("Bank") and SUPPLYSCAPE CORPORATION, a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement Loan and Security Agreement dated as of July 27, 2005 between Grantor and Bank (as the same may be amended, modified, supplemented or restated from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank 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 and Trademarks listed on Exhibits A, B and C 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 Bank under the Loan Agreement. The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank 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 Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto (together with any additional registrations and applications disclosed in writing to Bank from time to time pursuant to Sections 6.2(e) and 6.7(b) of the Loan Agreement) set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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:

500 Unicorn Park Dr., Suite 102
Woburn, MA 01801
Attn: Chief Executive Officer

SUPPLYSCAPE CORPORATION

By:

Name:

Title:

G. Vilchik
GARY VILCHIK
CFO

BANK:

Address of Bank:

39200 Six Mile Road, M/C 7578
Livonia, Michigan 48152
Attn: National Documentation Services

COMERICA BANK

By:

Name:

Title:

Paula J. Howell
PAULA J. HOWELL
SVP

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

NONE.

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Electronic chain of custody method and system*	10989956	11/16/2004
Method and System for Compression of Structured Textual Document	11612046	12/18/2006

* Grantor does not intend to prosecute this patent application, nor take any action to protect, defend or maintain the validity or enforceability of this patent application nor undertake efforts to detect infringements of this patent application

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
SupplyScape	3224213	4/3/2007
SupplyScape	3135814	8/29/2006