

**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
COLLABNET, INC.		07/30/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	SILICON VALLEY BANK
Street Address:	4420 ROSEWOOD DRIVE
City:	PLEASANTON
State/Country:	CALIFORNIA
Postal Code:	94588
Entity Type:	CHARTERED BANK: CALIFORNIA

**PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark
Registration Number:	3411557	COLLABNET
Registration Number:	3411556	COLLABNET
Registration Number:	3411555	COLLABNET
Registration Number:	3411554	COLLABNET
Registration Number:	3351694	OPENCOLLABNET
Registration Number:	3351639	OPENCOLLABNET
Registration Number:	3351637	OPENCOLLABNET
Registration Number:	3351636	OPENCOLLABNET
Registration Number:	3271966	SUBVERSION
Registration Number:	3267851	SUBVERSION
Registration Number:	3215006	COLLABNET
Registration Number:	3018374	SOFTWARE CONSERVANCY
Registration Number:	2591636	COLLABNET
Serial Number:	77411927	COLLABXCHANGE

OP \$490.00 3411557

**900140764**

**TRADEMARK  
 REEL: 004042 FRAME: 0434**

Serial Number:	77411924	COLLABXCHANGE
Serial Number:	77197281	CUBIT
Serial Number:	77197273	CUBIT
Serial Number:	77625072	TEAMFORGE
Serial Number:	77625071	TEAMFORGE

**CORRESPONDENCE DATA**

Fax Number: (404)962-6736  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (404) 885-3038  
Email: michael.brignati@troutmansanders.com  
Correspondent Name: MICHAEL J. BRIGNATI, PH.D.  
Address Line 1: TROUTMAN SANDERS LLP  
Address Line 2: 600 PEACHTREE STREET, N.E.  
Address Line 4: ATLANTA, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	220763.000679
NAME OF SUBMITTER:	Michael J. Brignati, Ph.D.
Signature:	/Michael J. Brignati 60,890/
Date:	08/12/2009

**Total Attachments: 7**  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of July 20, 2009 by and between SILICON VALLEY BANK, a California corporation ("Bank") and COLLABNET, INC., a Delaware corporation ("Grantor").

### RECITALS

A. Bank has made certain advances of money and extended certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated September 20, 2006 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to enter into that certain Fourth Amendment to Loan and Security Agreement of even date herewith by and between Bank and Grantor (the "Fourth Amendment") but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Fourth Amendment and 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, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, 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 (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any 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 Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements 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) All 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) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All 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.

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.

[Signature Page Follows.]


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:

COLLABNET, INC.

8000 Marina Boulevard, Suite 600  
Brisbane, California 94005

By:   
Name: Tom Clark  
Title: V.P. of Finance

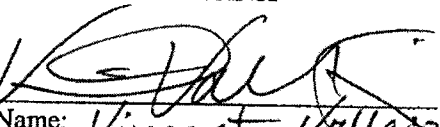
Attn: Tom Clark

BANK:

Address of Bank:

SILICON VALLEY BANK

4420 Rosewood Drive  
Pleasanton, California 94588

By:   
Name: Vincent Vallejos  
Title: Relationship Manager

Attn: Vincent Vallejos

**COLLABNET, INC.**

SCHEDULE A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NONE	N/A	N/A

SCHEDULE B

Patents

<u>Title</u>	<u>Patent/Patent Application Number (Publication Number)</u>	<u>Issue/Filing Date</u>	<u>Owner/ Assignee</u>
SYSTEM AND ARCHITECTURE FOR MANAGING DISTRIBUTED DESIGN CHAINS	11/974,209	10/10/2007	COLLABNET, INC.
SYSTEM AND ARCHITECTURE FOR MANAGING DISTRIBUTED DESIGN CHAINS	11/973,913	10/10/2007	COLLABNET, INC.
SYSTEMS AND METHODS FOR ON- DEMAND DEPLOYMENT OF SOFTWARE BUILD AND TEST ENVIRONMENTS	11/788,219	04/18/2007	COLLABNET, INC.
SYSTEMS AND METHODS FOR MANAGING DISTRIBUTED DESIGN CHAINS (Abandoned)	10/868,129	06/14/2004	COLLABNET, INC.
SYSTEM AND ARCHITECTURE FOR MANAGING DISTRIBUTED DESIGN CHAINS (Abandoned)	10/788,346	02/24/2004	COLLABNET, INC.
SYSTEMS AND METHODS FOR ON- DEMAND DEPLOYMENT OF SOFTWARE BUILD AND TEST ENVIRONMENTS	PCT/US2007/009504	04/18/2007	COLLABNET, INC.
SYSTEMS AND METHODS FOR MANAGING DISTRIBUTED DESIGN CHAINS	PCT/US2004/005516	02/24/2004	COLLABNET, INC.

SCHEDULE C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
COLLABNET (Registered)	3,411,557	04/15/2008
COLLABNET (Registered)	3,411,556	04/15/2008
COLLABNET (Registered)	3,411,555	04/15/2008
COLLABNET (Registered)	3,411,554	04/15/2008
OPENCOLLABNET (Registered)	3,351,694	12/11/2007
OPENCOLLABNET (Registered)	3,351,639	12/11/2007
OPENCOLLABNET (Registered)	3,351,637	12/11/2007
OPENCOLLABNET (Registered)	3,351,636	12/11/2007
SUBVERSION (Registered)	3,271,966	07/31/2007
SUBVERSION (Registered)	3,267,851	07/24/2007
COLLABNET (Registered)	3,215,006	03/06/2007
SOFTWARE CONSERVANCY (Registered)	3,018,374	11/22/2005
COLLABNET (Registered)	2,591,636	07/09/2002
GET ON COLLABNET (Abandoned)	78/831,630	03/07/2006
GET ON COLLABNET (Abandoned)	78/831,626	03/07/2006
COLLABXCHANGE (Withdrawn)	77/411,932	03/03/2008
COLLABXCHANGE (Pending)	77/411,927	03/03/2008
COLLABXCHANGE (Pending)	77/411,924	03/03/2008
CUBIT (Allowed)	77/197,281	06/04/2007
CUBIT (Allowed)	77/197,273	06/04/2007
TEAMFORGE (Pending)	77/625,072	12/02/2008
TEAMFORGE (Pending)	77/625,071	12/02/2008



SCHEDULE D

Mask Works

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NONE	N/A	N/A