

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
NEXAWEB TECHNOLOGIES, INC.		08/08/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	MONTAGE CAPITAL, LLC
Street Address:	19925 Stevens Creek Blvd.
Internal Address:	Suite 100
City:	Cupertino
State/Country:	CALIFORNIA
Postal Code:	95014
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	3747811	INTERNET MESSAGING BUS
Registration Number:	3320151	NEXAWEB
Registration Number:	2552454	NEXAWEB

CORRESPONDENCE DATA	
Fax Number:	8585506420
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	858-550-6403
Email:	erin.obrien@cooley.com
Correspondent Name:	Erin O'Brien
Address Line 1:	c/o Cooley LLP
Address Line 2:	4401 Eastgate Mall
Address Line 4:	San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	306316-142 NEXAWEB
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CH \$90.00 3747811

NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	08/09/2012
Total Attachments: 6 source=Nexaweb signed IPSA#page1.tif source=Nexaweb signed IPSA#page2.tif source=Nexaweb signed IPSA#page3.tif source=Nexaweb signed IPSA#page4.tif source=Nexaweb signed IPSA#page5.tif source=Nexaweb signed IPSA#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 8, 2012 by and between Montage Capital, LLC, a California limited liability company ("Lender") and Nexaweb Technologies, Inc., a Delaware corporation ("Borrower").

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and between Lender and Borrower dated of even date herewith (as amended from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other Transaction Document now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender a security interest in all of Borrower's right, title and interest in, its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto) and 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. Borrower represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower 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.

[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.

BORROWER:

Address of Borrower:

Nexaweb Technologies, Inc.

3 New England Executive Office Park, Suite 150
Burlington, MA 01803
Attn: Chris Heidelberger, CEO

By: CA
Name: Christopher T Heidelberger
Title: CEO

LENDER:

Address of Lender:

Montage Capital, LLC

Montage Capital, LLC
19925 Stevens Creek Blvd., Suite 100
Cupertino, CA 95014
Attn: Mike Rose
Fax: (408) 973-7213

By: _____
Name: _____
Title: _____

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.

BORROWER:

Address of Borrower:

3 New England Executive Office Park, Suite 150
Burlington, MA 01803
Attn: Chris Heidelberger, CEO

Nexaweb Technologies, Inc.

By: _____

Name: _____

Title: _____

LENDER:

Address of Lender:

Montage Capital, LLC
19925 Stevens Creek Blvd., Suite 100
Cupertino, CA 95014
Attn: Mike Rose
Fax: (408) 973-7213

Montage Capital, LLC

By: Michael J. Rose

Name: MICHAEL J. ROSE

Title: MANAGING DIRECTOR

EXHIBIT A

Copyrights

If None, check this box:

<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
Nexaweb : 3.2 MR 5 source code	TX0006146655	04/21/05
Nexaweb platform : 3.0.	TX0006146653	04/21/05
Nexaweb platform : v. 3.1.	TX0006146654	04/21/05
Nexaweb platform : v. 3.3.	TX0006146656	04/21/05

EXHIBIT B

Patents

If None, check this box:

<u>Description</u>	<u>Patent /Serial Number</u>	<u>Issue /Application Date</u>
System and method for stateful web-based computing	7,761,878	07/20/10
System and method for network-based computing	7,707,563	04/27/10
System and method for developing and deploying computer applications over a network	7,614,052	11/03/09
System and method for stateful web-based computing	6,886,169	04/26/05
Computing architecture	6,654,784	11/25/03
System and method for stateful web-based computing	12/814,954	06/14/10
System and method for developing and deploying computer applications over a network	12/485,718	06/16/09
System and method for network-based computing	12/209,826	09/12/08

EXHIBIT C

Trademarks

If None, check this box:

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
INTERNET MESSAGING BUS	3,747,811	02/09/10
NEXAWEB	3,320,151	10/23/07
NEXAWEB	2,552,454	03/26/02