

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Pilot Software, Inc.		07/26/2004	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Jonathan D. Becher
<b>Street Address:</b>	419 W. Dana
<b>City:</b>	Mountain View
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94041
<b>Entity Type:</b>	INDIVIDUAL:

<b>Name:</b>	Kurt Bilafer
<b>Street Address:</b>	265 Myrtle Avenue
<b>City:</b>	Redwood City
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94062
<b>Entity Type:</b>	INDIVIDUAL:

<b>Name:</b>	Thomas Lefort
<b>Street Address:</b>	84 Walker Street
<b>City:</b>	Whitinsville
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	01588
<b>Entity Type:</b>	INDIVIDUAL:

<b>Name:</b>	Robert D. Testorff
<b>Street Address:</b>	1955 Landings
<b>City:</b>	Mountain View
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94043
<b>Entity Type:</b>	INDIVIDUAL:

CH \$315.00 2126755

Name:	John D'Albis
Street Address:	12 Sandy Pond Lane
City:	N. Easton
State/Country:	MASSACHUSETTS
Postal Code:	02356
Entity Type:	INDIVIDUAL:

Name:	David I. Fann
Street Address:	625 Guinda
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94301
Entity Type:	INDIVIDUAL:

Name:	Excelsior Venture Partners III, LLC
Street Address:	3000 El Camino Real
Internal Address:	U.S. Trust Company, N.A., 5 Palo Alto Square, 9th Floor
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94306
Entity Type:	limited liability company: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2126755	PILOT
Registration Number:	1536113	PILOT EIS
Registration Number:	2260738	MARKETWAVE
Registration Number:	2253258	HIT LIST
Registration Number:	1398394	COMMAND CENTER
Serial Number:	78306959	ALIGNING EXECUTION WITH STRATEGY
Serial Number:	78343806	PILOTWORKS
Serial Number:	78343813	PILOTWORKS
Serial Number:	78306722	PILOT
Serial Number:	78301774	TIME INTELLIGENCE
Serial Number:	78306713	PILOT
Serial Number:	78437718	PILOTWEB

CORRESPONDENCE DATA

Fax Number: (650)849-7400  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 650 843 5381  
Email: dsanchezbentz@cooley.com  
Correspondent Name: Diana Sanchez Bentz  
Address Line 1: 3000 El Camino Real  
Address Line 2: 5 Palo Alto Square, 4th Floor  
Address Line 4: Palo Alto, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER:	303208-100
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NAME OF SUBMITTER:	Diana Sanchez Bentz
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Total Attachments: 12  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of July 26, 2004 by and between PILOT SOFTWARE, INC., a Delaware corporation ("GRANTOR") and the Secured Parties (as defined below).

### RECITALS

A. Each Secured Party has made and has agreed to make certain advances of money and to extend certain financial accommodation to Grantor as evidenced by those certain Senior Secured Convertible Promissory Notes dated as of July 26, 2004 executed by Grantor in favor of each Secured Party and such other Senior Secured Convertible Promissory Notes which may be executed by Grantor in favor of each Secured Party after the date hereof (each, a "Note" and, collectively, the "Notes") and that certain Secured Note Purchase Agreement dated as of July 26, 2004 (as the same may be amended, modified, supplemented, or restated from time to time, the "Purchase Agreement") by and between Grantor and the persons and entities named on the Schedule of Purchasers attached thereto, as such Schedule of Purchasers may be amended from time to time pursuant to Section 2.4 thereof (the "Secured Parties"), such advances and financial accommodation being referred to herein as the "Loans." Secured Parties are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Parties a security interest in certain Copyrights, Trademarks and Patents to secure repayment of the Notes.

B. Pursuant to the terms of that certain Security Agreement, dated of even date herewith, by and between Grantor and Secured Parties (as the same may be amended, modified, supplemented, or restated from time to time, the "Security Agreement"), Grantor has granted to Secured Parties a security interest in all of Grantor's right, title and interest in, to or under all of the Grantor's assets. All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in the Security Agreement.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor hereby represents, warrants, covenants and agrees as follows:

As collateral security for the full, prompt, complete and final payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Obligations and in order to induce the Secured Parties to cause the Loans to be made, Grantor grants and pledges to Secured Parties 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 Schedules 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 Secured Parties under the Security Agreement. The rights and remedies of Secured Parties with respect to the security interest granted hereby are subject to the terms of the Security Agreement and are in addition to those set forth in the Security Agreement and the other Loan Documents, and those which are now or hereafter available to Secured Parties as a matter of law or equity. Each right, power and remedy of Secured Parties provided for herein or in the Security Agreement or any of the other 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 Secured Parties of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security 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 Secured Parties, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto 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.

[Signature pages follow.]

EXHIBIT A  
COPYRIGHTS

No.	Title	Physical Description	Name of Claimant	Date of Creation	Eff. Date of Registration
None					

EXHIBIT B

PATENTS

Description	Registration/ Application Number	Registration/ Application Date
NONE		

EXHIBIT C  
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
ALIGNING EXECUTION WITH STRATEGY	78/306,959	September 29, 2003
PILOTWEB	78/437,718	June 18, 2004
PILOTWORKS	78/343,806	December 19, 2003
PILOT	2,126,755	January 6, 1998
PILOTWORKS	78/343,813	December 19, 2003
PILOT	78/306,713	September 29, 2003
PILOT	78/306,722	September 29, 2003
PILOT EIS	1,536,113	April 25, 1989
COMMAND CENTER	1,398,394	June 24, 1986
MARKETWAVE	2,260,738	July 13, 1999
TIME INTELLIGENCE	78/301,774	September 17, 2003
HIT LIST	2,253,258	June 15, 1999



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:**

**SECURED PARTIES:**

**PILOT SOFTWARE, INC.**

**John D'Albis**

By: *LJ deAngelis*  
Print Name: LJ deAngelis  
Title: CEO

By: *J. D'Albis*  
Print Name: John D'Albis  
Title: CTO

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**GRANTOR:**

**SECURED PARTIES:**

**PILOT SOFTWARE, INC.**

**Jonathan D. Becher**

By: *L J de Angelis*  
Print Name: *L J de Angelis*  
Title: *CFO*

By: *J D B*  
Print Name: *Jonathan D. Becher*  
Title: *CEO*

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:

SECURED PARTIES:

PILOT SOFTWARE, INC.

Excelsior Venture Partners III LLC

By: *[Signature]*  
Print Name: L J de Anous  
Title: CFO

By: *[Signature]*  
Print Name: Lee A. Barnella  
Title: Vice President

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**GRANTOR:**

**PILOT SOFTWARE, INC.**

By: *LJ de Angelis*  
Print Name: LJ de Angelis  
Title: CEO

**SECURED PARTIES:**

**Robert Testorff**  
By: *Robert D. Testorff*  
Print Name: Robert D. Testorff  
Title: Human Resources

Jul-30-04 12:44P David Miller

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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:

SECURED PARTIES:

PILOT SOFTWARE, INC.

Thomas Lefort

By: *L de Angues*  
Print Name: L de Angues  
Title: cfv

By: *Thomas Lefort*  
Print Name: Thomas Lefort  
Title: VP Product Development

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**GRANTOR:**

**SECURED PARTIES:**

**PILOT SOFTWARE, INC.**

**Kurt Bilafer**

By: *LJ de Angeles*  
Print Name: LJ de Angeles  
Title: CFO

By: *Kurt Bilafer*  
Print Name: KURT BILAFER  
Title: DIRECTOR SALES & SERVICES

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.

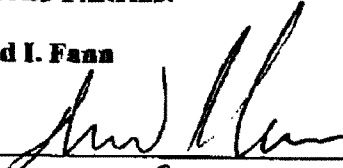
**GRANTOR:**

**SECURED PARTIES:**

**PILOT SOFTWARE, INC.**

**David I. Fann**

By: 

By: 

Print Name: L J deArmas

Print Name: DAVID I FANN

Title: CFO

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