

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Makana Solutions, Inc.		10/15/2008	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Silicon Valley Bank, as Agent and a Lender
<b>Street Address:</b>	2221 Washington Street
<b>Internal Address:</b>	One Newton Executive Park, Suite 200
<b>City:</b>	Newton
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02462
<b>Entity Type:</b>	Bank: CALIFORNIA

<b>Name:</b>	Gold Hill Venture Lending 03, L.P., as a Lender
<b>Street Address:</b>	2227 Washington Street
<b>Internal Address:</b>	Two Newton Executive Park, Suite 203
<b>City:</b>	Newton
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02462
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Serial Number:	78555680	MAKANA
Serial Number:	77007302	MAKANA
Serial Number:	77007495	MOTIVATOR
Serial Number:	77534333	MAKANA MOTIVATOR
Serial Number:	77570627	PLANNING TO PAYMENT

**CORRESPONDENCE DATA**

**900119909**

**TRADEMARK  
 REEL: 003882 FRAME: 0207**

**CH \$140.00 78555680**

Fax Number: (703)415-1557  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 703-415-1555  
Email: mail@specializedpatent.com  
Correspondent Name: Christopher E. Kondracki  
Address Line 1: 2001 Jefferson Davis, Hwy., Suite 1007  
Address Line 4: Arlington, VIRGINIA 22202

ATTORNEY DOCKET NUMBER:	8100801D
NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	11/03/2008

Total Attachments: 11  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 15, 2008 (the "Effective Date") by and between SILICON VALLEY BANK, as Agent ("SVB"), GOLD HILL VENTURE LENDING 03, L.P. ("Gold Hill") (SVB and Gold Hill are severally, but not jointly, a "Lender" and collectively, "Lenders") and MAKANA SOLUTIONS, INC. ("Grantor").

### RECITALS

A. Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lenders and Grantor dated the Effective Date (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. Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of Lenders, 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 Loan Agreement, Grantor has granted to Agent, for the ratable benefit of Lenders, 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 Agent, for the ratable benefit of Lenders, 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 Agent, for the ratable benefit of Lenders, under the Loan Agreement. The rights and remedies of Agent 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 Agent and each Lender as a matter of law or equity. Each right, power and remedy of Agent and each Lender 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 Agent and/or Lenders 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 Agent and/or Lenders, 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:

131 Hartwell Avenue  
Lexington, Massachusetts 02421

Attn: Chief Executive Officer

MAKANA SOLUTIONS, INC.

By:   
Title: CEO

LENDERS:

Address of SVB:

One Newton Executive Park, Suite 200  
2221 Washington Street  
Newton, Massachusetts 02462

Attn: \_\_\_\_\_

SILICON VALLEY BANK, as Agent and a Lender

By: \_\_\_\_\_

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

Address of SVB:

Two Newton Executive Park, Suite 203  
2227 Washington Street  
Newton, Massachusetts 02462

Attn: \_\_\_\_\_

GOLD HILL VENTURE LENDING 03, L.P., as a Lender

By: \_\_\_\_\_

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.

GRANTOR:

Address of Grantor:

MAKANA SOLUTIONS, INC.

131 Hartwell Avenue  
Lexington, Massachusetts 02421

By: \_\_\_\_\_

Attn: Chief Executive Officer

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

LENDERS:

Address of SVB:

SILICON VALLEY BANK, as Agent and a Lender

One Newton Executive Park, Suite 200  
2221 Washington Street  
Newton, Massachusetts 02462

By: Brenda Mc

Title: Relationship Manager

Attn: \_\_\_\_\_

Address of SVB:

GOLD HILL VENTURE LENDING 03, L.P., as a Lender

Two Newton Executive Park, Suite 203  
2227 Washington Street  
Newton, Massachusetts 02462

By: \_\_\_\_\_

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

Attn: \_\_\_\_\_

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:

MAKANA SOLUTIONS, INC.

131 Hartwell Avenue  
Lexington, Massachusetts 02421

By: \_\_\_\_\_

Attn: Chief Executive Officer

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

LENDERS:

Address of SVB:

SILICON VALLEY BANK, as Agent and a Lender

One Newton Executive Park, Suite 200  
2221 Washington Street  
Newton, Massachusetts 02462

By: \_\_\_\_\_

Attn: \_\_\_\_\_

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

Address of SVB:

GOLD HILL VENTURE LENDING 03, L.P., as a Lender

Two Newton Executive Park, Suite 203  
2227 Washington Street  
Newton, Massachusetts 02462

By: 

Attn: DAVID FISCHEN

Title: MANAGER

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.



EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Sales Compensation Management Software	12/116,443	May 7, 2008

EXHIBIT C

Trademarks

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

Trademark List (by Client)

Client: 09574 Makana Solutions, Inc.

Trademark

MAKANA

Case Number	Sub Case	Case Type	Application No.	Publication No.	Registration No.	Status
Country			Filing Date	Publication Date	Registration Date	Next Renewal
MAKATM01	ORD		78/555680	02-May-2006		Abandoned
United States of America			28-Jan-2005			

Classes: 09 Int.

Owner: Makana Solutions, Inc.

Agent: Assistant Comm'r for Trademarks

Attorneys: TFD

Client Reference:

Agent Reference:

Goods: 09 Int.: Software for the development, modeling, and management of incentive cc

MAKANA

MAKATM02	ORD		77/007302	03-Jul-2007	3462913	Registered
United States of America			26-Sep-2006		08-Jul-2008	08-Jul-2018

Classes: 42 Int.

Owner: Makana Solutions, Inc.

Agent: Assistant Comm'r for Trademarks

Attorneys: TFD

Client Reference:

Agent Reference:

Goods: 42 Int.: Providing online non-downloadable software for the development, modelir of incentive compensation plans.

MOTIVATOR

MAKATM03	ORD		77/007495			Abandoned
United States of America			26-Sep-2006			

Classes: 42 Int.

Owner: Makana Solutions, Inc.

Agent: Assistant Comm'r for Trademarks

Attorneys: TFD

Client Reference:

Agent Reference:

Goods: 42 Int.: Providing online non-downloadable software for the development, modelir of incentive compensation plans.

Trademark List (by Client)

Client: 00574 Makana Solutions, Inc.

Trademark

MAKANA MOTIVATOR

Case Number Country	Sub Case	Case Type	Application No. Filing Date	Publication No. Publication Date	Registration No. Registration Date	Status Next Renewal
MAKATM04 United States of America	ORD		77/534333 30-Jul-2008			Pending

Classes: 42 Int.

Owner: Makana Solutions, Inc.

Agent:

Attorneys: TFD

Client Reference:

Agent Reference:

Goods: 42 Int.: Providing on-line non-downloadable software for the development, modeli  
of incentive compensation plans[this does not include providing on-line computer  
played on-line]

PLANNING TO PAYMENT

MAKATM05 United States of America	ORD		77/570627 16-Sep-2008			Pending
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Classes: 42 Int.

Owner: Makana Solutions, Inc.

Agent:

Attorneys: TFD

Client Reference:

Agent Reference:

Goods: 42 Int.: Providing on-line non-downloadable software for the development, modeli  
of incentive compensation[this does not include providing on-line computer game  
line]

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.

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