

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
VFA, Inc.		05/05/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	Bank: CALIFORNIA

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2944443	ASSETFUSION
Registration Number:	2941844	ASSETFUSION
Registration Number:	2974395	FSCA
Registration Number:	2372552	VFA
Registration Number:	2404857	VFA
Registration Number:	2906858	VFA
Registration Number:	2996820	VFA.FACILITY
Registration Number:	2996845	VFA.FACILITY
Registration Number:	3395436	VFA.SPENDMANAGER
Registration Number:	3395437	VFA.SPENDMANAGER
Registration Number:	3389552	VFA.AUDITOR
Registration Number:	3402629	VFA.AUDITOR
Serial Number:	78351817	VFA.FSA

CORRESPONDENCE DATA

900134930

**TRADEMARK
 REEL: 003994 FRAME: 0384**

CH \$340.00 2944443

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

ATTORNEY DOCKET NUMBER:	9050800
NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	05/27/2009

Total Attachments: 7
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Security Agreement") is made as of the 5th day of May, 2009, by and between SILICON VALLEY BANK, a California corporation with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 and with a loan production office located at One Newton Executive Park, Suite 200, 2221 Washington Street, Newton, Massachusetts 02462 ("Bank"), and VFA, INC., a Delaware corporation with offices located at 266 Summer Street, Boston, Massachusetts 02210 (the "Grantor").

RECITALS

A. Bank has 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 dated as of the date hereof (as amended, 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 that, among others, Grantor shall grant to Bank a security interest in certain copyrights, trademarks, patents, and mask works 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, 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 Collateral (including without limitation those copyrights, patents, trademarks, and mask works listed respectively on Exhibits A, B, C, and D 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 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 IP 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 other rights, powers or remedies.

Section 11 of the Loan Agreement is hereby incorporated by reference in its entirety.

[Signature page follows]

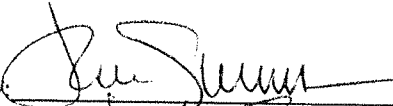
IN WITNESS WHEREOF, the parties hereto have caused this IP Security Agreement to be executed as a sealed instrument under the laws of the Commonwealth of Massachusetts as of the date first above written.

GRANTOR:

BANK:

VFA, INC.

SILICON VALLEY BANK

By: 
Name: JAMES SUMMERS
Title: CEO/TREASURER

By: _____
Name: _____
Title: _____

[Signature Page to IP Security Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this IP Security Agreement to be executed as a sealed instrument under the laws of the Commonwealth of Massachusetts as of the date first above written.

GRANTOR:

BANK:

VFA, INC.

SILICON VALLEY BANK

By: _____
Name: _____
Title: _____

By: Karen Dunn
Name: Karen Dunn
Title: Relationship Manager

[Signature Page to IP Security Agreement]

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration
Application
Date

None.

EXHIBIT B

Patents (pending before the United States Patent Office)

Grantor	Country	Patent	Patent No.	Registration Date
VFA, Inc.	U.S.	System and Method for Capital Budgeting -- Provisional Application	Provisional Application No. 61/012,272	Filed December 7, 2007
VFA, Inc.	U.S.	System and Method for Capital Budgeting -- Application	Application No. 12/329268	Filed December 5, 2008; Priority date December 7, 2007
VFA, Inc.	International	System and Method for Capital Budgeting -- Application	Application No. unknown	Deposited December 8, 2008 Priority date December 7, 2007

EXHIBIT C

Trademarks

<u>Trademark</u>	<u>Registration No.</u>	<u>If Foreign Registration, Country</u>	<u>Registration Date</u>
ASSETFUSION	003928711	European Community	October 6, 2005
ASSETFUSION	2944443		April 26, 2005
ASSETFUSION	2941844		April 19, 2005
FSCA	2974395		July 19, 2005
VFA	003928686	European Community	October 6, 2005
VFA	2372552		August 1, 2000
VFA	2404857		November 14, 2000
VFA	2906858		November 30, 2004
VFA.FACILITY	879226	Madrid Protocol	September 22, 2005
VFA.FACILITY	2996820		September 20, 2005
VFA.FACILITY	2996845		September 20, 2005
VFA.FACILITY	879226	European Community	March 5, 2007
VFA.FSA	78/351817		N/A
VFA.SPENDMANAGER	3395436		March 11, 2008
VFA.SPENDMANAGER	3395437		March 11, 2008
VFA.SPENDMANAGER	0927209	Madrid Protocol	May 10, 2007
VFA.SPENDMANAGER	0927209	European Community	June 2, 2008
VFA.AUDITOR	3389552		February 26, 2008
VFA.AUDITOR	3402629		February 26, 2008
VFA.AUDITOR	0920192	Madrid Protocol	February 8, 2007
VFA.AUDITOR	0920192	European Community	March 21, 2008

Unregistered Trademarks

None.

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration
Application
Date

None.