

**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.		07/16/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Leader Ventures, LLC, as Agent
Street Address:	311 California Street, Suite 420
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94104
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 20**

Property Type	Number	Word Mark
Registration Number:	3425969	SCRUMWORKS
Serial Number:	77411932	COLLABXCHANGE
Serial Number:	77411924	COLLABXCHANGE
Serial Number:	77411927	COLLABXCHANGE
Serial Number:	77625071	TEAMFORGE
Serial Number:	77625072	TEAMFORGE
Registration Number:	2591636	COLLABNET
Registration Number:	3018374	SOFTWARE CONSERVANCY
Registration Number:	3215006	COLLABNET
Registration Number:	3267851	SUBVERSION
Registration Number:	3271966	SUBVERSION
Registration Number:	3351636	OPENCOLLABNET
Registration Number:	3351637	OPENCOLLABNET
Registration Number:	3351639	OPENCOLLABNET

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Registration Number:	3351694	OPENCOLLABNET
Registration Number:	3411554	COLLABNET
Registration Number:	3411555	COLLABNET
Registration Number:	3411556	COLLABNET
Registration Number:	3411557	COLLABNET
Registration Number:	3560943	DANUBE

**CORRESPONDENCE DATA**

Fax Number: (415)693-2222  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 4156932440  
Email: crhem@cooley.com  
Correspondent Name: Cooley LLP  
Address Line 1: 101 California Street, 5th Floor  
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	LEADER VENTURES306046/107
NAME OF SUBMITTER:	C. Rhem
Signature:	/CR/
Date:	07/20/2010

**Total Attachments: 8**  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of July 16, 2010 by and between COLLABNET, INC., A DELAWARE CORPORATION ("GRANTOR") and LEADER VENTURES, LLC, as Agent for the Lenders (the "SECURED PARTY").

### RECITALS

A. Reference is made to that certain Loan and Security Agreement dated of even date herewith by and among Grantor, Secured Party and the Lenders named therein (as amended, the "*Loan Agreement*"). The Lenders have made and may in the future make certain advances of money to Grantor (the "*Loans*") in the aggregate amounts and in the manner set forth in the Loan Agreement. The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party, for the benefit of Secured Party and the Lenders, a security interest in certain copyrights, trademarks and patents to secure the obligations of Grantor under the Loan Agreement and other Transaction Documents.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Secured Party 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 Loan Agreement.

### AGREEMENT

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 and the other Transaction Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

To secure its Obligations under the Loan Agreement, Grantor grants and pledges to Secured Party 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 Exhibits 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 Party under the Loan Agreement. The rights and remedies of Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Transaction Documents, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Loan Agreement or any of the Transaction 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 Party 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 Transaction Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party, 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.]*

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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 PARTY:

COLLABNET, INC.

LEADER VENTURES, LLC

By: 

By: 

Print Name: Tom Clark

Print Name: Robert W Maltz

Title: V.P. of Finance

Title: Managing Director

**EXHIBIT A**

**U.S. COPYRIGHTS**

<b>Title</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Security Interest/ Ownership Issues</b>
SOFTWARE APPLICATIONS COMMONLY KNOWN AS "SCRUMWORKS BASIC" AND "SCRUMWORKS PRO"	N/A	N/A	Sold to CollabNet under the Purchase Agreement

**EXHIBIT B**

**U.S. PATENTS**

<b>Patent Title</b>	<b>Registration Number</b>	<b>Registration Date</b>
None		

**U.S. PATENT APPLICATIONS**

<b>Patent Application Title</b>	<b>Application Number</b>	<b>Application Date</b>
Systems and methods for managing distributed design chains	10868129	06/14/2004
Systems and methods for on-demand deployment of software build and test environments	11788219	04/18/2007
System and architecture for managing distributed design chains	11973913	10/10/2007
System and architecture for managing distributed design chains	11974209	10/10/2007

**EXHIBIT C**

**U.S. TRADEMARKS**

<b>Mark</b>	<b>Serial/ Registration Number</b>	<b>Application/ Registration/ Date</b>	<b>Security Interest/ Ownership Issues</b>
SCRUMWORKS	Serial No: 77257489  Reg. No.: 3,425,969	May 13, 2008	Assigned to CollabNet under the Purchase Agreement and the Assignment filed with the USPTO on 2/15/10
COLLABXCHANGE	Serial No: 77411932	March 3, 2008	CollabNet
COLLABXCHANGE	Serial No: 77411924	March 3, 2008	Assigned toSVB filed with the USPTO on 8/12/09
COLLABXCHANGE	Serial No: 77411927	March 3, 2008	Assigned toSVB filed with the USPTO on 8/12/09
TEAMFORGE	Serial No: 77625071	Dec 2, 2008	Assigned toSVB filed with the USPTO on 8/12/09
TEAMFORGE	Serial No: 77625072	Dec 2, 2008	Assigned toSVB filed with the USPTO on 8/12/09
COLLABNET	Reg. No: 2591636	July 9, 2002	Assigned toSVB filed with the USPTO on 8/12/09
SOFTWARE CONSERVANCY	Reg. No: 3018374	Nov 22, 2002	Assigned toSVB filed with the USPTO on 8/12/09
COLLABNET	Reg. No: 3215006	March 6, 2007	Assigned toSVB filed with the USPTO on 8/12/09
SUBVERSION	Reg. No: 3267851	July 24, 2007	Assigned toSVB filed with the USPTO on 8/12/09; assigned to Apache Software



Mark	Serial/ Registration Number	Application/ Registration/ Date	Security Interest/ Ownership Issues
			Foundation with the USPTO on 5/20/10
SUBVERSION	Reg. No: 3271966	July 31, 2007	Assigned toSVB filed with the USPTO on 8/12/09; assigned to Apache Software Foundation with the USPTO on 5/20/10
OPENCOLLABNET	Reg. No: 3351636	Dec 11, 2007	Assigned toSVB filed with the USPTO on 8/12/09
OPENCOLLABNET	Reg. No: 3351637	Dec 11, 2007	Assigned toSVB filed with the USPTO on 8/12/09
OPENCOLLABNET	Reg. No: 3351639	Dec 11, 2007	Assigned toSVB filed with the USPTO on 8/12/09
OPENCOLLABNET	Reg. No: 3351694	Dec 11, 2007	Assigned toSVB filed with the USPTO on 8/12/09
COLLABNET	Reg. No: 3411554	April 15, 2008	Assigned toSVB filed with the USPTO on 8/12/09
COLLABNET	Reg. No: 3411555	April 15, 2008	Assigned toSVB filed with the USPTO on 8/12/09
COLLABNET	Reg. No: 3411556	April 15, 2008	Assigned toSVB filed with the USPTO on 8/12/09
COLLABNET	Reg. No: 3411557	April 15, 2008	Assigned toSVB filed with the USPTO on 8/12/09
DANUBE	Reg. No: 3560943	Jan 13, 2009	Assigned to CollabNet and the Assignment filed with the USPTO on

Mark	Serial/ Registration Number	Application/ Registration/ Date	Security Interest/ Ownership Issues
			2/15/10