

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
Vivisimo, Inc.		04/29/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	8020 Towers Crescent Drive		
Internal Address:	Suite 475		
City:	Vienna		
State/Country:	VIRGINIA		
Postal Code:	22182		
Entity Type:	CORPORATION: VIRGINIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3750158	SEARCH DONE RIGHT	
Registration Number:	3389701	CLUSTY	
Registration Number:	2750557	VIVISIMO	
CORRESPONDENCE DATA			
Fax Number:	(404)962-6884		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-885-3943		
Email:	dean.shahriari@troutmansanders.com		
Correspondent Name:	Dean Y. Shahriari, Ph.D.		
Address Line 1:	Troutman Sanders LLP		
Address Line 2:	600 Peachtree Street, NE -- Suite 5200		
Address Line 4:	Atlanta, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	220763.001198		
NAME OF SUBMITTER:	Dean Y. Shahriari, Ph.D.		

OP \$90.00 3750158

Signature:	/Dean Y. Shahriari 56783/
Date:	05/03/2011
Total Attachments: 8 source=SVB_Vivisimo_Executed_IP_Security_Agreement_final#page1.tif source=SVB_Vivisimo_Executed_IP_Security_Agreement_final#page2.tif source=SVB_Vivisimo_Executed_IP_Security_Agreement_final#page3.tif source=SVB_Vivisimo_Executed_IP_Security_Agreement_final#page4.tif source=SVB_Vivisimo_Executed_IP_Security_Agreement_final#page5.tif source=SVB_Vivisimo_Executed_IP_Security_Agreement_final#page6.tif source=SVB_Vivisimo_Executed_IP_Security_Agreement_final#page7.tif source=SVB_Vivisimo_Executed_IP_Security_Agreement_final#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of April 29 2011 by and between SILICON VALLEY BANK, a California corporation ("Bank") and VIVISIMO, INC., a Delaware corporation ("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 by and between Bank and Grantor of even date herewith (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). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank 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 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 (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 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 the 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 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 Bank, 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.

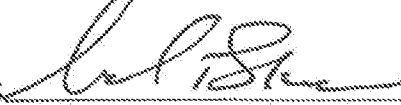
Address of Grantor:

1902 Campus Commons Drive, Suite 415
Reston, Virginia 20191

Attn: Jorge Forgues

GRANTOR:

VIVISIMO, INC.

By: 

Name: *NICK RESKUSIC*
Title: *VP, Controller*

Address of Bank:

8020 Towers Crescent Drive, Suite 475
Vienna, Virginia 22182

Attn: Heather Parker

BANK:

SILICON VALLEY BANK

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.

Address of Grantor:

1902 Campus Commons Drive, Suite 415
Reston, Virginia 20191

Attn: Jorge Forgues

GRANTOR:

VIVISIMO, INC.

By: _____

Name:

Title:

Address of Bank:

8020 Towers Crescent Drive, Suite 475
Vienna, Virginia 22182

Attn: Heather Parker

BANK:

SILICON VALLEY BANK

By:  _____

Name: Heather Parker

Title: Data Team Lead

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Security Interest/ Ownership Issues</u>
NONE	N/A	N/A	N/A

EXHIBIT B

Patents

<u>Title</u>	<u>Patent/Parent Application Number (Publication Number)</u>	<u>Issue/Filing Date</u>	<u>Owner/ Assignee</u>	<u>Security Interest/ Ownership Issues</u>
Clustering System and Method (Pending)	11/774,908	07/09/2007	Vivisimo, Inc.	NONE

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Security Interest/ Ownership Issues</u>
SEARCH DONE RIGHT (Registered)	3,750,158	02/16/2010	NONE
CLUSTY (Registered)	3,389,701	02/26/2008	NONE
VIVISIMO (Registered)	2,750,557	08/12/2003	NONE
THE DOCUMENT CLUSTERING COMPANY (Abandoned)	78/100,004	12/26/2001	NONE
VELOCITY (Suspended)	77/427,570	03/20/2008	NONE

EXHIBIT D

Mask Works

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Security Interest/ Ownership Issues</u>
NONE	N/A	N/A	N/A