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5-28-98 REC

06-01-1998



To the Honorable Commissioner of Patents and

nal documents or copy thereof.

100722792

receiving party(ies):

1. Name of conveying party(ies):

Software.Net Corporation

Name: Deutsche Bank AG

Internal Address: _____

Street Address: 31 West 52nd Street

City: New York State: NY ZIP 10019

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State CA
- Other _____

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Bank

Additional name(s) of conveying party(ies) attached? Yes
 No

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from Assignment).
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: May 21, 1998

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

74/565186, 75/442168, 75/371655

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Cooley Godward LLP

Internal Address: Attn: April M. Piercey

Street Address: 5 Palo Alto Square

City: Palo Alto State: CA ZIP 94306

6. Total number of applications and registration involved: 3

7. Total fee (37 CFR 3.41):..... \$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 03-3115

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

April M. Piercey

April M. Piercey

5/26/98

Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

RECEIVED
 90 MAY 28 1998
 ASSIGNED
 01 FC:481
 02 FC:482

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 21, 1998 by and between **DEUTSCHE BANK AG**, New York Branch, as Agent for Banks ("*Agent*") and **SOFTWARE.NET CORPORATION**, a California corporation ("*Grantor*").

RECITALS

A. Banks 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 Credit Agreement by and among Agent, Banks and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "*Credit Agreement*"; capitalized terms used herein are used as defined in the Credit Agreement). Banks are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent for the benefit of Banks a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, Grantor has granted to Agent for the benefit of Banks 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 Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement, Grantor grants and pledges to Agent for the benefit of Banks a security interest in all of Grantor's right, title and interest in, to and under its Copyrights, Patents and Trademarks (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 Agent for the benefit of Banks under the Security Agreement dated as of the date hereof. The rights and remedies of Agent and Banks with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement, the Security Agreement and the other Loan Documents, and those which are now or hereafter available to Agent and Banks as a matter of law or equity. Each right, power and remedy of Agent or Banks provided for herein or in the Credit 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 or any Bank of any one or more of the rights,

powers or remedies provided for in this Intellectual Property Security Agreement, the Credit 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 or any Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have cause 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:

3031 Tisch Way, Suite 900
San Jose, CA 95128
Attn: Chief Financial Officer

Address of Bank:
31 West 52nd Street
New York, NY 10019
Attn: Nancy Zorn

GRANTOR:

SOFTWARE.NET CORPORATION

By: Michael J. Praisner
Printed Name: MICHAEL J. PRASNER
Title: CFO

AGENT:

DEUTSCHE BANK AG, New York Branch

By: _____
Printed Name: _____
Title: _____

DEUTSCHE BANK AG, New York Branch

By: _____
Printed Name: _____
Title: _____

powers or remedies provided for in this Intellectual Property Security Agreement, the Credit 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 or any Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have cause 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:

3031 Tisch Way, Suite 900
San Jose, CA 95128
Attn: Chief Financial Officer

SOFTWARE.NET CORPORATION

By: _____
Printed Name: _____
Title: _____

AGENT:

Address of Bank:
31 West 52nd Street
New York, NY 10019
Attn: Nancy Zorn

DEUTSCHE BANK AG, New York Branch

By: William W. McGinty
Printed Name: William W. McGinty
Title: Director

DEUTSCHE BANK AG, New York Branch

By: Andre Heitbaum
Printed Name: Andre Heitbaum
Title: Asst. Vice President

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SOFTWARE.NET	74/565186	08/24/94
DIGITAL GEAR	75/442168	02/27/98
SOFTWARE TV	75/371655	10/01/97

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5.

TRADEMARK

RECORDED: 05/28/1998

REEL: 1732 FRAME: 0320