

MAD 5-15-98 REI

06-01-1998

SHEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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Tab settings

To the Honorable Commissioner of P.

100722803

Attached original documents or copy thereof.

1. Name of conveying party(ies):

skillset Software, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: 4-6-98

2. Name and address of receiving party(ies)

Name: SILICON VALLEY BANK

Internal Address: ATTN: LOAN DOC. GROUP

Street Address: 3003 TASMAN DRIVE

City: SANTA CLARA State: CA ZIP: 95054

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s)  
 75/266,145                      75/390,839  
 75/367,732                      75/390,773  
 75/367,629

B. Trademark Registration No.(s)  
 1,945,497  
 2,041,033  
 1,594,022

Additional numbers attached?  Yes  No

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

SILICON VALLEY BANK  
Name:

Internal Address: ATTN: LOAN DOC GROUP  
NC # 816

Street Address: 3003 TASMAN DRIVE

City: SANTA CLARA State: CA ZIP: 95054

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 3.41).....\$ 215-

Enclosed      Check # 7628

Authorized to be charged to deposit account

8. Deposit account number:

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

05/29/1998 DCDATES 00000149 75266145

DO NOT USE THIS SPACE

01 FC:481                      40.00 OP  
02 FC:482                      175.00 OP

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.

MAGGIE GARCIA

*Maggie Garcia*

5-4-98

Name of Person Signing

Signature

8

Date

JDC/113

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

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 6, 1998 by and between SILICON VALLEY BANK ("Bank") and SKILLSET SOFTWARE, INC., a California 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 dated 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 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 trade secrets and those Copyrights, Patents, Trademarks and Mask Works listed on Schedules 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, by way of example but not by way of limitation, 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 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.

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:

3875 Hopyard Road, Suite 250  
Pleasanton, CA 94588  
Attn: [JOSEPH M. O'BRIEN ]

SKILLSET SOFTWARE, INC.

By   
Title: CONTROLLER

BANK:

Address of Bank:

1731 Embarcadero Road, Suite 220  
Palo Alto, CA 94303  
Attn: [ \_\_\_\_\_ ]

SILICON VALLEY BANK


By   
Title: VICE PRESIDENT

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

SEE ATTACHED

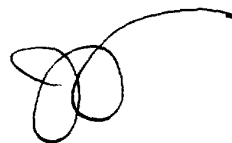


EXHIBIT B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date


— N/A — 

EXHIBIT C

Trademarks

Description

Registration/  
Application  
Number

Registration/  
Application  
Date


SEE ATTACHED 

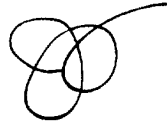
EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

— N/A — 



## Copyrights, Trademarks, etc.

Joe O'Brien on 04/10 at 09:01 AM

Category: Trademarks/copyrights

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Product	Type	Date Issued/ Filed	Registration/ Application No.	Comments	First Use Date
SkillSet	Trademark	1/2/96	Reg. No. 1,945,497		1/15/93
SkillNet	Trademark	2/25/97	Reg. No. 2,041,033		8/15/96
Desktop Recruiter	Trademark	5/1/90	Reg. No. 1,594,022	Originally issued to WW Venture Resources & assigned to SkillSet on 2/26/97	8/4/89
Hire Education	Trademark	3/31/97	Appn. No. 75/266,145	Must file a statement of use of the mark prior to 9/3/98	
Manager's ViewPoint for Desktop Recruiter	Trademark	10/3/97	Appn. No. 75/367,732		
Employee's ViewPoint for Desktop Recruiter	Trademark	10/3/97	Appn. No. 75/367,629		
MVP	Trademark	11/17/97	Appn. No. 75/390,839		
EVP	Trademark	11/17/97	Appn. No. 75/390,773		
Desktop Recruiter for Notes v. 2.65	Copyright	11/2/95	Reg. No. TX 4-051-104		