

07-10-1998

FORM PTO-1594
(Rev 5-93)



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

100759452

To the Honorable Commissioner of Patents and Trademarks Original documents or copy thereof.

1. Name of conveying party(ies): **Simpler Software, Inc.**

Individual(s) citizenship:

General Partnership
Limited Partnership:
Corporation - State: California
Other:

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

3. Nature of Conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: April 28, 1998

2. Name and address of receiving party(ies):

Name: **Venture Lending, a division of
Cupertino National Bank & Trust**
Address: **Three Palo Alto Square, Suite 150**
City: **Palo Alto** State: **CA** Zip: **94303**

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

ASSIGNED
98 JUL 10 10 41 AM '98
RECEIVED

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

A. Trademark Application No.(s)

75/267,750

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: **Erin O'Brien**
Internal Address: **GRAY CARY WARE & FREIDENRICH**
400 Hamilton Avenue
Palo Alto, California 94301

6 Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ **40.00**

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 07-1907

(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.

Erin O'Brien
Name of Person Signing

Erin O'Brien
Signature

July 9, 1998
Date

Total number of pages comprising cover sheet: [6]

Mail Documents to be recorded with required cover sheet information to:
U.S. Patent and Trademark Office, Office of Public Records, Customer Services Counter
1213 Jefferson Davis Highway, 3rd Floor, Arlington, VA 22202

PA/795962.1
1030940-905700

TRADEMARK
REEL: 1750 FRAME: 0486

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 28, 1998 by and between VENTURE BANKING GROUP, a division of Cupertino National Bank ("Bank") and SIMPLER SOFTWARE, INC. ("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 and Patents 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 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 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:

44 Bradford Street
San Francisco, CA 94110

Attn: Eva Konigsberge

SIMPLER SOFTWARE, INC.

By: Eva B. Konigsberge

Title: Chief Financial Officer

BANK:

Address of Bank:

Three Palo Alto Square
Palo Alto, CA 94306

Attn: Jon Krogstad

VENTURE BANKING GROUP, a division of
Cupertino National Bank

By: [Signature]

Title: SVP

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None.		

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
AppEase, SpinaBASE, GANDALF technology	Attorney Docket # 03177.p001	3/31/98

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

AppEase

Intent to Use Application 4/1/97

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Our File No:
1030940-903700

July 9, 1998

VIA FEDERAL EXPRESS

U.S. Patent and Trademark Office
Office of Public Records
Attn: Customer Services Counter
1213 Jefferson Davis Highway, 3rd Floor
Arlington, VA 22202

RECEIVED
98 JUL 10 AM 10:29
ASSIGNMENT DIVISION

Re: Grantor: Simpler Software, Inc.
Secured Party: Venture Banking Group

Dear Sir or Ms:

Enclosed please find the following documents:

- 1) Recordation Form Cover Sheet for Trademarks only;
- 2) Intellectual Property Security Agreement between Simpler Software, Inc., as Grantor, and Venture Banking Group, a division of Cupertino National Bank, as Secured Party; and
- 3) A self-addressed postage paid postcard for your use to indicate receipt of the enclosed documents.

Please record these documents and debit this firm's Deposit Account No. 07-1907 for the required recordation fees. Once the security interest has been recorded, please return the original Notice of Recordation to me at the above-listed address.

Sincerely,

GRAY CARY WARE & FREIDENRICH LLP

By: *Erin O'Brien*
Erin O'Brien, Paralegal

Enclosures

cc: Ms. Nannette Walton (w/enclosures)

SILICON VALLEY
PA\795989.1
1030940-905700

SAN DIEGO

SAN FRANCISCO

AUSTIN

LA JOLLA

IMPERIAL VALLEY

MEXICO

RECORDED: 07/10/1998

TRADEMARK
REEL: 1750 FRAME: 0492