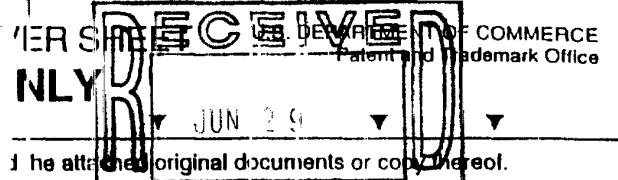


07-09-1998



Tab settings 000 To the Honorable Commission

100758620

The attached original documents or copy thereof.

1. Name of conveying party(ies): Commerce One, Inc.

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

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

3. Nature of conveyance: MRD 6-29-98

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

Execution Date: 5-21-98

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)

See Exhibit C.

B. Trademark Registration No.(s)

See Exhibit C.

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: 9

7. Total fee (37 CFR 3.41): \$ 240-

Enclosed Check # 7657

Authorized to be charged to deposit account

8. Deposit account number: 240E

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

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DO NOT USE THIS SPACE

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

Name of Person Signing

Maggie Garcia

Signature

6-12-98

Date

7

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

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments, TRADEMARK

EXHIBIT C

TRADEMARKS

<u>DESCRIPTION</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
C1	75/241,372	February 13, 1997
C1 BUYSITE	75/433,128	February 12, 1998
C1 ECN	75/433,280	February 12, 1998
C1 SUPPLYSITE	75/433,138	February 12, 1998
COMMERCE CHAIN	75/241,346	February 13, 1997
COMMERCE ONE	75/241,310	February 13, 1997
DISTRIVISION	1,826,187	March 15, 1994
ELECTRONIC COMMERCE CHAIN	75/241,323	February 13, 1997
REOS	75/150,652	August 15, 1996

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 21, 1998, is between SILICON VALLEY BANK ("Bank") and COMMERCE ONE, 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, dated as of May 21, 1998, between Bank and Grantor (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

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05/20/98 (2)


TRADEMARK  
REEL: 1751 FRAME: 0169

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:

COMMERCE ONE, INC.

By   
Title: VP CFO

BANK:

SILICON VALLEY BANK

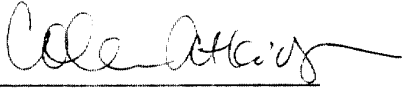
By   
Title: Raymond Senev V.P.

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None

EXHIBIT B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE