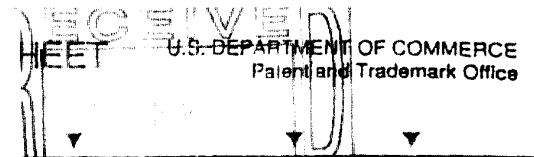


RECC

07-09-1998



Tab settings

To the Honorable Commissioner of Patents and Trademarks, enclosing the attached original documents or copy thereof.

100758732

1. Name of conveying party(ies):

ACTUATE SOFTWARE CORPORATION

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State CALIFORNIA, 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: MAY 26, 1998

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)
75/260,605; 75/160,365; 75,260,611; 75/160,366;
75/063,799; 75/069,223; 75/069,679

B. Trademark Registration No.(s)
2,010,533 & 2,056,096

SEE ATTACHED INTELLECTUAL PROPERTY SECURITY AGREEMENT DATED 5/26/98 AND EXHIBIT C.

Additional numbers attached? Yes No

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

Name: SILICON VALLEY BANK
Internal Address: ATTN: LOAN DOC GROUP
NC # 816

07/09/1998 DMSUYEN 00000070 2010533

01 FC:481 40.00 DP
02 FC:482 200.00 DP
03 FC:483 15.00 DP
Street Address: 3003 TASMAN DRIVE

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41) \$ 240.00

- Enclosed check # 7652
Authorized to be charged to deposit account

8. Deposit account number: 240 E

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

07/09/1998 DMSUYEN 00000072 2010533

DO NOT USE THIS SPACE

01 FC:481 40.00 DP
02 FC:482 200.00 DP

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.

JOSEPHINE M. CARINO

Name of Person Signing

Josephine M. Carino

Signature

6/9/98

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 & Trademarks, Box 1514, Washington, D.C. 20544
TRADEMARK REGISTRATION FRAME: 0545

Void date: 07/09/1998 DMSUYEN 00000070 2010533

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
<u>Registered</u>		
ACTUATE	2,010,533	10/22/96
ACTUATE + Design	2,056,096	4/22/97
<u>Pending</u>		
Live Report Document	75/260,605	3/20/97
Report Encyclopedia	75/160,365	9/4/96
Report Cast	75/260,611	3/20/97
Virtual Report Distribution	75/160,366	9/4/96
Netscheme	75/063,799	2/26/97
Netscheme Intermort	75/069,223	3/8/96
Netscheme Solutions, Inc.	75/069,679	3/8/96

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 26, 1998 by and between SILICON VALLEY BANK ("Bank") and Actuate Software 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 May 26, 1998 (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 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 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.

Address of Grantor:

999 Baker Way, Suite 330
San Mateo, CA 94404

Attn: _____

Address of Bank:

1731 Embarcadero, Ste. 220
Palo Alto, CA 94303

Attn: _____

GRANTOR:

Actuate Software Corporation

By: *Rob Gaudreau*

Title: VP - Finance, CFO

BANK:

SILICON VALLEY BANK

By: *Heath Hall*

Title: VP

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

N/A

EXHIBIT B

Patents

Description

Issued

Persistent Storage of
Report Objects

Registration/
Application
Number

5,664,182

Registration/
Application
Date

9/2/97

Pending

Process + Apparatus for
Simplifying Access To
Information Stored in
Databases

08/426,788

EXHIBIT D

Mask Works

Description

N/A

Registration/
Application
Number

Registration/
Application
Date