

MP 7-16-98

07-21-1998

FORM PTO-1594
(Rev. 6-93)



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents

100769050

1 original documents or copy thereof.

1. Name of conveying party(ies):

Object Space, Inc.
14850 Quorum Drive
Dallas, TX 75240

Individual(s) Association

General Partnership Limited Partnership

Corporation-State Delaware

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: June 16, 1998

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

Name: Silicon Valley Bank

Internal Address: _____

Street Address: 3003 Tasman Drive

City: Santa Clara State: CA ZIP 95054

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State _____

Other Bank

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

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

A. Trademark Application No.(s)

See Exhibit C attached hereto and incorporated herein.

B. Trademark Registration No.(s)

See Exhibit C attached hereto and incorporated herein.

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 10

7. Total fee (37 CFR 3.41):..... \$ 265.00

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)

07/17/1998 JSHABAZZ 00000187 1971912

DO NOT USE THIS SPACE

01 FC:481 statement and signature. 40.00 OP
02 FC:482 225.00 OP

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

July 15, 1998
Date

Total number of pages including cover sheet, attachments, and document: 10

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

EXHIBIT C

Trademarks

<u>DESCRIPTION</u>	<u>REGISTRATION/ APPLICATION NUMBER</u>	<u>REGISTRATION/ APPLICATION DATE</u>
ObjectCatalog	1971912	30AP1996
O & Design	1920395	19SE1995
OBJECTSPACE & Design	1922631	26SE1995
ObjectMetrics	1989179	23JL1996
VOYAGER	75/149,480	12AU1996
JGL	75/326,416	14JL1997
Applied Ingenuity	75/395,346	24NO1997
Miscellaneous Design (Voyager)	75/395,119	24NO1997
OBJECTSPACE & Design	75/324,290	14JL1997
OBJECTSPACE VOYAGER	75/349,565	29AU1997

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 16, 1998 by and between SILICON VALLEY BANK ("Bank") and OBJECTSPACE, 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 Senior Subordinated 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 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:

14850 Quorum Drive
Dallas, Texas 75240

Attn: Deborah Thomas

Address of Bank:

3003 Tasman Drive
Santa Clara, California 95054

Attn: _____

GRANTOR:

OBJECTSPACE, INC.

By: Deborah A. Thomas

Name: Deborah A. Thomas

Title: V.P. - Finance

BANK:

SILICON VALLEY BANK

By: _____

Name: _____

Title: _____

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:

14850 Quorum Drive
Dallas, Texas 75240

Attn: _____

GRANTOR:

OBJECTSPACE, INC.

By: _____

Name: _____

Title: _____

Address of Bank:

3003 Tasman Drive
Santa Clara, California 95054

Attn: Mezzanine Finance NC412

BANK:

SILICON VALLEY BANK

By: Laurita J. Hernandez

Name: LAURITA J. HERNANDEZ

Title: Vice President

EXHIBIT A

Copyrights

<u>DESCRIPTION</u>	<u>REGISTRATION/APPLICATION NUMBER</u>	<u>REGISTRATION/APPLICATION DATE</u>
VOYAGER	Txu 787-970	18MR1997

EXHIBIT B

Patents

<u>DESCRIPTION</u>	<u>REGISTRATION / APPLICATION NUMBER</u>	<u>REGISTRATION / APPLICATION DATE</u>
Method of Determining the Timing for Reclaiming a Remote Object	60/069127	01DE1997

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OBJECTSPACE & Design	75/324,290	14JL1997
OBJECTSPACE VOYAGER	75/349,565	29AU1997

EXHIBIT D

Mask Works

DESCRIPTION

**REGISTRATION/APPLICATION
NUMBER**

**REGISTRATION/APPLICATION
DATE**

The Intellectual Property Security Agreement between Silicon Valley Bank and ObjectSpace, Inc. dated as of June 16, 1998 attached hereto is JUNIOR AND SUBORDINATE position to the existing Intellectual Property Security Agreement, between Silicon Valley Bank and ObjectSpace, Inc. dated as of February 9, 1998 and previously filed with the U.S. Patent and Trademark Office.

260605 v1/PA
5L3101!.DOC
071598

RECORDED: 07/16/1998

TRADEMARK
REEL: 1755 FRAME: 0899