



## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 8, 1998 by and between SILICON VALLEY BANK ("Bank") and Aveo 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 June 8, 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:

2901 Tasman Drive  
Santa Clara, CA 95054

Attn: PAUL HURLEY

Address of Bank:

3003 Tasman Drive  
Santa Clara, CA 95054-1191

Attn: Gregory S. Olsen

**GRANTOR:**

**Aveo Inc.**

By: 

Title: CEO

**BANK:**

**SILICON VALLEY BANK**

By: 

Title: Vice President

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

N/A

EXHIBIT B  
PATENTS

Matter No.	Title	U.S. Patent Office Serial Number	Date Filed
P001	Multi-Stage Data Filtering System	08/985,389	December 4, 1997
P002	Method And Apparatus for Attribute-Based Addressing	09/017,114	January 31, 1998
P003	Method and Apparatus For Collecting Information Regarding A Device Or A User Of A Device	09/017,112	January 31, 1998

EXHIBIT C

Trademarks

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

See attached

**Confidential:  
Attorney-Client Privileged  
Attorney Work Product**

EXHIBIT C  
TRADEMARKS

**Aveo Inc.**

Trademark Status Chart  
June 1998

MARK	COUNTRY	APPLICATION/ REGISTRATION	CLASS/GOODS/SERVICES	CURRENT STATUS	NEXT ACTION DUE
ATTUNE	US	Application No. 75/429,325	Class 9: computer software provides and filters incoming data based on a user's preferences while retaining the confidentiality of those preferences, and alerts users to computer hardware and software problems	Filed 2/5/98	Check status of application 7/1/98
AVEO	US	Application No. 75/424,913	Class 9: computer software that allows telephone, fax and video communications via personal computer; computer software that allows vendors to provide customer support and marketing information to customers via the user's computer, provides and filters incoming data bases on a user's preferences while retaining the confidentiality of those preferences, and alerts users to computer hardware and software problems	Filed 1/28/98	Check status of application 7/1/98

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TRADEMARKS

FACE DESIGN (BLACK & WHITE)	US	Application No. 75/455,526	Class 9: computer software that allows telephone, fax and video communications via personal computer; computer software that allows vendors to provide customer support and marketing information to customers via the user's computer, provides and filters incoming data based on a user's preferences while retaining the confidentiality of those preferences, and alerts users to computer hardware and software problems	Filed 3/24/98	Check status of application 7/1/98
FACE DESIGN (COLOR)	US	Application No. 75/459,529	Class 9: computer software that allows telephone, fax and video communications via personal computer; computer software that allows vendors to provide customer support and marketing information to customers via the user's computer, provides and filters incoming data based on a user's preferences while retaining the confidentiality of those preferences, and alerts users to computer hardware and software problems	Filed 3/24/98	Check status of application 7/1/98
MEGADIAL	US	Application No. 75/043,195  Registration No. 2,090,565	Class 9: computer telephony software for use with a personal computer to allow the computer user to perform telephone functions via the computer	Registered 8/26/97	File Declaration of Use by 8/26/03  File Renewal Application by 8/26/07



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TRADEMARKS

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**Attorney Work Product**

MEGAPHONE	US	Application No. 74/611,766	Class 9: computer telephony software for use with a personal computer to allow the computer user to perform telephone functions via the computer	Filed 12/16/94; Published 6/3/97; Allowed 8/26/97; Statement of Use filed 2/11/98; Final review prior to Registration is complete; Registration will issue in due course (Trademark Status Line date: 6/3/98)	Follow up regarding issuance of Certificate of Registration 7/1/98
POWERDIAL	US	Application No. 74/611,710	Class 9: computer software for use in telecommunications and telephony	Filed 12/16/94; Abandoned 12/2/95	None
MEGAPHONE	European Community	Application No. 178327	Class 9: computers, computer peripherals, keyboards, monitors, printers and computer programs for enhancing facsimile and print technology on local area networks	Filed 4/1/96; Published 12/15/97; Accepted for registration; agent has proceeded with payment of registration fees	Follow up with counsel regarding issuance of Registration Certificate

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