

08-11-1998

COVER SHEET
ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner, U.S. Patent and Trademark Office, 100790424

with the attached original documents or copy thereof.

1. Name of conveying party(ies):

Accolade, Inc.

8/7/98

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Amendment to Security Agreement
- Merger
- Change of Name

Execution Date: June 18, 1998

2. Name and address of receiving party(ies)

Name: Greyrock Business Credit, a Division of NationsCredit Commercial Corporation
Internal Address: Suite 950

Street Address: 10880 Wilshire Blvd.

City: Los Angeles State: CA ZIP: 90024

- 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

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

A. Trademark Application No.(s)

N/A

B. Trademark Registration No.(s)

2,133,156

Additional numbers attached? Yes No

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

Name: Ms. Patricia Marquez

Internal Address:

Brobeck, Phleger & Harrison LLP

Street Address: One Market

Spear St. Tower

City: San Francisco State: CA ZIP: 94105

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:

(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.

Patricia Marquez

Name of Person Signing

Patricia Marquez

Signature

8/3/98

Date

Total number of pages including cover sheet, attachments, and document: 4

SECOND AMENDMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT

This Second Amendment to Patent and Trademark Security Agreement (this "Amendment"), dated as of June 18, 1998, is executed by Greyrock Business Credit, a Division of NationsCredit Commercial Corporation ("GBC"), having its principal offices at 10880 Wilshire Boulevard, Suite 950, Los Angeles, CA 90024, and Accolade, Inc., a California corporation (the "Grantor"), having its principal offices at 5300 Stevens Creek Boulevard, San Jose, CA 95129.

RECITALS

WHEREAS, Grantor and GBC entered in a certain Loan and Security Agreement, dated as of June 8, 1995, as amended (the "Loan Agreement"); and

WHEREAS, in connection with the Loan Agreement Grantor and GBC entered into a certain Patent and Trademark Security Agreement dated as of June 8, 1995, as amended by the First Amendment to Patent and Trademark Security Agreement dated as of August 14, 1997 (collectively, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor granted to GBC a security interest in certain "Collateral" including certain trademarks; and

WHEREAS, GBC and Grantor wish to amend the Security Agreement to include certain additional trademarks


NOW, THEREFORE, GBC and Grantor agree as follows:

1. Capitalized terms used but not defined in this Amendment shall have the meanings set forth in the Security Agreement.
2. The Security Agreement is amended by supplementing the list of trademarks and trademark registrations set forth in Exhibit A to the Security Agreement by adding the additional trademarks and trademark registrations set forth in Schedule A hereto.
3. GBC may record this Amendment with the United States Patent and Trademark Office, at the expense of Grantor.
4. Except as herein expressly amended and supplemented, all of the terms and provisions of the Security Agreement shall continue in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date first written above.

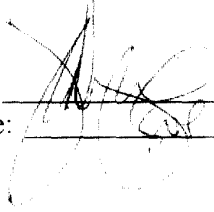
Grantor:

ACCOLADE, INC.

By: 
Title: CFO

GBC:

GREYROCK BUSINESS CREDIT,
A DIVISION OF NATIONSCREDIT
COMMERCIAL CORPORATION

By:  **LISA NAGANO**
Title: _____

Schedule "A"

to Second Amendment to Patent and Trademark Security Agreement

Accolade, Inc.

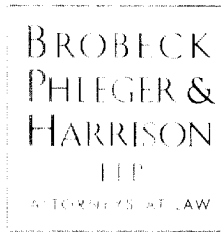
REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration No.</u>
DEADLOCK	1/27/98	2,133,156

PENDING TRADEMARKS

<u>Trademark</u>	<u>Filing Date</u>	<u>Serial No.</u>
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TELEPHONE: (415) 442-0900
FACSIMILE: (415) 442-1010
WRITER'S DIRECT DIAL: (415) 979-2996
EMAIL: pmarquez@brobeck.com



SPEAR STREET TOWER
ONE MARKET
SAN FRANCISCO
CALIFORNIA 94105
www.brobeck.com

August 3, 1998

Via U.S. Mail – Certified

U.S. Patent and Trademark Office
Office of Public Records
Crystal Gateway 4, Room 335
Washington, DC 20231

Re: Accolade, Inc.

Ladies and Gentlemen:

Enclosed for recordation is a trademarks coversheet, together with the attached copy of the Second Amendment to Patent and Trademark Security Agreement. I have enclosed a firm check in the amount of \$40.00 for the recordation fee. Please call me at (415) 979-2996 if you should have any questions regarding the enclosed documents. Thank you.

Very truly yours,

Patricia Marquez
Legal Assistant

Enclosures