

MRD

REC

08-26-1998

SHEET

OMB No. 0651-0011 (exp. 4/94) 8-17-98



Tab settings

ached original documents or copy thereof.

To the Honorable Commissioner of Pat

100802231

1. Name of conveying party(ies):

TUMBLEWEED SOFTWARE CORPORATTON

- Individual(s)
- General Partnership
- Corporation-State CALIFORNIA
- Other

- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: 7/22/98

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)

B. Trademark Registration No.(s)

SEE ATTACHED COPY OF THE INTELLECTUAL PROPERTY SECURITY AGREEMENT AND EXHIBIT C DATED 7/22/98

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

ATTN: JO CARINO (408) 654-7136

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

Enclosed Check # 7682

Authorized to be charged to deposit account

8. Deposit account number:

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

08/19/1998 SMITH 00000059 1973284

DO NOT USE THIS SPACE

9. Statement and signature. 16.00 OP 25.00 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.

JOSEPHINE M. CARINO

Name of Person Signing

Josephine M. Carino

Signature

7/24/98

Date

Total number of pages including cover sheet, attachments, and document: 9

Tumbleweed Software Corporation

Schedule of Trademark Applications and Registrations

July 21, 1998

Mark	Country	App./Reg. No.	App./Reg. Date	Status
POSTA	United States	Not yet avail.	6/19/98	Pending
TUMBLEWEED	United States	1,973,284	5/07/96	Registered
TUMBLEWEED POSTA	United States	75/200,086	11/19/96	Pending

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 22, 1998 by and between SILICON VALLEY BANK ("Bank") and TUMBLEWEED SOFTWARE CORPORATION, a California 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 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 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 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

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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.

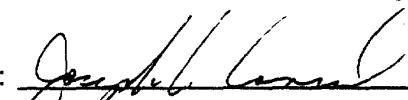
GRANTOR:

Address of Grantor:

2101 Broadway
Redwood City, CA 94063

Attn: Joseph Consul

TUMBLEWEED SOFTWARE
CORPORATION, a California corporation

By: 
Title: VP FINANCE, CFO

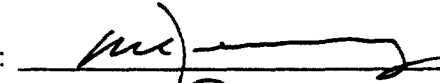
BANK:

Address of Bank:

1731 Embarcadero Road, Suite 220
Palo Alto, CA 94303

Attn: Michael Devery

SILICON VALLEY BANK

By: 
Title: Vice President

Status Report
7/21/1998

Socket Number
 Country
 Attorney Owner
 Client/Division Agent
 Patent #
 App. #
 Pub. #
 Grant Dt
 App Dt
 Next Tax
 Status
 Substatus
 Inventor 1
 Inventor 2
 Inventor 3

TUMB0007 United States
 TITLE: Decryption Within a Firewall U
 MAG
 TUMB
 Docketed
 Jeffrey Smith
 Pat App Tax
 Pat App 4/4/1997
 Tax
 08/832,784
 Filed
 Jeffrey C. Smith
 Jean-Christoph Bandi

FILED PENDING

TUMB0002 United States
 TITLE: Method and System for Binary D
 Bandini
 MAG
 TUMB
 Filed
 Jeffrey C. Smith
 Jean-Christophe
 Pat App 2/14/1997
 Tax
 08/800,864
 Filed
 Jeffrey C. Smith
 Jean-Christophe
 TUMB0003 United States
 TITLE: Distributed Dynamic Document C
 Bandini
 MAG
 TUMB
 Filed
 Jeffrey C. Smith
 Jean-Christophe
 Pat App 1/30/1997
 Tax
 08/792,171
 Filed
 Jeffrey C. Smith
 Jean-Christophe
 TUMB0004 United States
 TITLE: Method and System for Dynamic
 Bandini
 MAG
 TUMB
 Filed
 Jeffrey C. Smith
 Jean-Christophe
 Pat App 4/1/1997
 Tax
 08/829,976
 Filed
 Jeffrey C. Smith
 Jean-Christophe

TRADEMARK

Status Report
7/21/1998

Docket Number	Country	Attorney Owner	Client/Division Agent	Patent #	App. #	Pub. #	Grant Dt. App Dt. Next Tax	Status Substatus	Inventor 1 Inventor 2 Inventor 3
TUMB0005UE	United States	MAG	TUMB	29/070,978			Pat App 5/20/1997 Tax	Filed	Jennifer Wu
TUMB0006	United States	MAG	TUMB	08/957,986			Pat App 10/2/1997 Tax	Filed	Jennifer Wu
TUMB0008	United States	MAG	TUMB	09/057,966			Pat App 4/9/1998 Tax	Filed	Jeffrey C. Smith Jean Christophe
TUMB0001	United States	MAG TUMB	TUMB	5,790,790 08/738,966			Pat 8/4/1998 App 10/24/1996 Tax	Granted	Jeffrey C. Smith Jean-Christophe Bandi

EXHIBIT A

Copyrights

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
<i>COPYRIGHT FILING IN PROGRESS</i>		

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
<i>SEE ATTACHED LIST</i>		

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

SEE ATTACHED LIST

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7/21/98