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09-09-1998



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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Tab settings

100825107

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

SPEAR TECHNOLOGIES, INC.

*med*  
*9-3-98*

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Association
- Limited Partnership
- Merger
- Change of Name

Execution Date: 8/10/98

2. Name and address of receiving party(ies)

Name: SILICON VALLEY BANK SEP 3 1998  
 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 INTELLECTUAL PROPERTY SECURITY AGREEMENT AND EXHIBIT C DATED 8/10/98

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  
 Street Address: 3003 TASMAN DRIVE  
 City: SANTA CLARA State: CA ZIP: 95054

6. Total number of applications and registrations involved: 2

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

Enclosed \$7704 *65E*  
 Authorized to be charged to deposit account

8. Deposit account number:

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

09/09/1998 SMITH 0000095 75464032

DO NOT USE THIS SPACE

01 FC:401 40.00 OP  
02 FC:402 25.00 OP

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

8/20/98

Date

Total number of pages including cover sheet, attachments, and document: 7

EXHIBIT C

Trademarks

| <u>Description</u> | <u>Registration/<br/>Application<br/>Number</u> | <u>Registration/<br/>Application<br/>Date</u> |
|--------------------|---|---|
| SPEAR Technologies | 75/464032                                       | 4/7/98  |
| SPEAR 2000         | 75/464033                                       | 4/7/98  |

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 10, 1998 by and between SILICON VALLEY BANK ("Bank") and Spear Technologies, 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 August 10, 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.

GRANTOR:

Address of Grantor:

Spear Technologies, Inc.

One Market, Steuart Tower-Suite 700  
San Francisco, CA 94015

By: 

Attn: Richard Malone

Title: Chief Financial Officer

BANK:

Address of Bank:

SILICON VALLEY BANK

1731 Embarcadero, Ste. 220  
Palo Alto, CA 94303

By: 

Attn: \_\_\_\_\_

Title: ASSISTANT VICE PRESIDENT

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

Spear 2000 software application

MCP software application

EXHIBIT B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date