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100836145

To the Honorable Commissioner of Patents and

iginal documents or copy thereof.

1. Name of conveying party(ies):  
WRIGHT STRATEGIES, INC.  
600 B Street  
San Diego, California 92101

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

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

2. Name and address of receiving party(ies)

Name: SILICON VALLEY BANK  
Internal Address: Suite 150  
Street Address: 38 Technology Drive  
City: Irvine State: CA ZIP: 92618

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

3. Nature of conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date: September 11, 1998

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

A. Trademark Application No.(s)  
ShelfAudit - App. No. (75/365,232)

Additional numbers attached?  Yes  No

B. Trademark Registration No.(s)  
Wright Strategies - Reg. No. (2,152,379)

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

Name: Levy, Small & Lallas  
Internal Address: \_\_\_\_\_  
Attn: Wendy Ballot Huey  
Street Address: 815 Moraga Drive  
City: Los Angeles State: CA ZIP: 90049

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_  
(Attach duplicate copy of this page if paying by deposit account)

91 FC:481 40.00 OP  
92 FC:482 25.00 OP

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.*

Steven G. Small September 16, 1998  
Name of Person Signing Signature Date

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

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 11, 1998 by and between SILICON VALLEY BANK ("Bank") and WRIGHT STRATEGIES, INC. ("Grantor").

## RECITALS

A. This Agreement is entered into in connection with that certain Loan and Security Agreement by and between Bank and Grantor dated January 20, 1997 (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).

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, including without limitation all present and future Intellectual Property Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto). The purpose of this Agreement is to confirm the same.

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. Nothing herein constitutes a waiver of any default or Event of Default under the Loan Agreement. Upon payment and performance in full of all of Grantor's obligations under the Loan Agreement, Bank shall execute and deliver all such documents as Grantor shall reasonably request in order to release the security interest of the Bank in the Intellectual Property Collateral.

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:

600 B. St.  
San Diego, California

Attn: GERALD WRIGHT

GRANTOR:

WRIGHT STRATEGIES, INC.

By: Gerald Wright

Title: CEO

Address of Bank:

18872 MacArthur Boulevard Suite 100  
Irvine, California 92715

Attn: BRYAN K. TOM

BANK:

SILICON VALLEY BANK

By: Bryan K. Tom

Title: ASSISTANT VICE PRESIDENT

PA551989-1  
September 25, 1996

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

ShelfAudit Software Source Code

\_\_\_\_\_

Application mailed  
7/20/98

FormLogic Version 1.0

Vol. 3370, pg. 118

Date of Recordation  
4/25/97

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application/Patent Number</u>	<u>Registration/ Application Date</u>
System and Method for Completing an Electronic Form	5,704,029	12/30/97
Enterprise Connectivity to Handheld Devices	Patent Pending- Application No. 08/665,422	Filing Date 6/18/96

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ShelfAudit	Registration No. Serial No. 75/365,232	Filed 9/29/97 awaiting first action
Wright Strategies	2,152,379	Registered 4/21/98

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.