

10-20-1998

FORM PTO-1594

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U.S. DEPARTMENT OF COMMERCE

(Rev. 6-93)

10-16-98

100856072

Patent and Trademark Office

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

1. Name of conveying party(ies):

Cohesive Technology Solutions, Inc.
2465 East Bayshore, Suite 400
Palo Alto, CA 94303

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

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Execution Date: September 30, 1998

2. Name and address of receiving party(ies):

Name: Credit Suisse First Boston, as Agent for Lenders

Internal Address:

Street Address: 11 Madison Avenue

City: New York State: NY ZIP 10001

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment).

Additional name(s) & address(Es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,986,147

Additional numbers attached? Yes No

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

Name: Cooley Godward LLP

Internal Address: Attn: April M. Piercey

Street Address: 5 Palo Alto Square

City: Palo Alto State: CA ZIP 94306

6. Total number of applications and registration involved: 1

7. Total fee (37 CFR 3.41):..... \$ 30.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 03-3115

(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.

April M. Piercey

October 15, 1998

Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

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COMM. OF PAT. & TRADEMARKS OFFICE

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of September 30, 1998 by and between CREDIT SUISSE FIRST BOSTON, as Agent for Lenders ("*Agent*") and COHESIVE TECHNOLOGY SOLUTIONS, INC., a Delaware corporation ("*Grantor*").

RECITALS

A. Lenders have 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 Credit Agreement by and among Agent, Lenders and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "*Credit Agreement*"; capitalized terms used herein are used as defined in the Credit Agreement). Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent for the benefit of Lenders a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, Grantor has granted to Agent for the benefit of Lenders 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 Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement, Grantor grants and pledges to Agent for the benefit of Lenders a security interest in all of Grantor's right, title and interest in, to and under its Copyrights, Patents and Trademarks (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 Agent for the benefit of Lenders under the Security Agreement dated as of the date hereof. The rights and remedies of Agent and Lenders with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement, the Security Agreement and the other Loan Documents, and those which are now or hereafter available to Agent and Lenders as a matter of law or equity. Each right, power and remedy of Agent or Lenders provided for herein or in the Credit 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 Agent or any Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit 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 Agent or any Lender, of any or all other rights, powers or remedies.

Counterparts. This Security Agreement may be executed in any number of separate counterparts, each of which, when so executed, shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument.

In Witness Whereof, the parties have caused 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:

2465 East Bayshore, Suite 400
Palo Alto, CA 94303
Attn: Chief Financial Officer

COHESIVE TECHNOLOGY SOLUTIONS, INC.

By: Dennis Rohan
Printed Name: Dennis Rohan
Title: CEO

AGENT:

Address of Agent:

11 Madison Avenue
New York, NY 10001
Attn: Jamie Graziano

CREDIT SUISSE FIRST BOSTON

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

provided for herein and the exercise by Agent or any Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit 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 Agent or any Lender, of any or all other rights, powers or remedies.

Counterparts. This Security Agreement may be executed in any number of separate counterparts, each of which, when so executed, shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument.

In Witness Whereof, the parties have caused 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:

2465 East Bayshore, Suite 400
Palo Alto, CA 94303
Attn: Chief Financial Officer

COHESIVE TECHNOLOGY SOLUTIONS, INC.

By: _____
Printed Name: _____
Title: _____

AGENT:

Address of Agent:

11 Madison Avenue
New York, NY 10001
Attn: Jamie Graziano

CREDIT SUISSE FIRST BOSTON

By: 
Printed Name: **CHRIS T HORGAN**
Title: **VICE PRESIDENT**


By: 
Printed Name: **KRISTIN LEPRI**
Title: **ASSOCIATE**

EXHIBIT A
COPYRIGHTS

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SOLVE		September 18, 1998
Cohesive logo and servicemark	1,986,147	July 9, 1996