



100859268

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To the Honorable Commissioner of Patents and Trademarks, please forward the attached original documents or copy thereof.

1. Name of conveying party(ies):
BRIGHTWARE, INC.

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

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

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

Internal Address: LOAN DOCUMENTATION GROUP HG150

Street Address: 3001 TASMAN DRIVE

City: SANTA CLARA State: CA ZIP: 95054

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State DELAWARE
 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: JULY 14, 1998

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE ATTACHED COPY OF INTELLECTUAL PROPERTY SECURITY AGREEMENT DATED 7/14/98 AND EXHIBIT C (TRADEMARKS)

Additional numbers attached? Yes No

6. Total number of applications and registrations involved: 41

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

Name: SJLJCON VALLEY BANK

Internal Address: LOAN DOCUMENTATION GROUP
HG150

Street Address: 3001 TASMAN DRIVE

City: SANTA CLARA State: CA ZIP: 95054

7. Total fee (37 CFR 3.41).....\$ 1,040.00

Enclosed CHECK NO. 7732

Authorized to be charged to deposit account

8. Deposit account number:

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

10/22/1998 TTUN11 00000188 1430923 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.

JOSEPHINE M. CARJNO
Name of Person Signing

Josephine M. Carjno
Signature

8/5/98
Date

Total number of pages including cover sheet, attachments, and document: 12

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

*See attached report + future filings
deemed significant*

CONFIDENTIAL
TRADEMARK PROPERTY STATUS REPORT

TRADEMARK	CLASSES	COUNTRY	SERIAL NO. FILING DATE	REG. NO. ISSUE DATE	STATUS AND REMARKS	TTC REF. CLIENT REF. ATTY(S) HANDLING
ART	009	United States	589948 03/25/86	143023 03/03/87	Registered Affidavit of Use Due: 03/03/92; completed Next Renewal Due: 03/03/07 End Sec 8 due 03/03/93; completed	17111-3US RGP (MAS)
ART-DM	9	Belgium	67210 05/11/89	462398	Registered Next Renewal Due: 05/11/99	17111-4BX RGP (MAS)
ART-DM	9 (9, 40)	Brazil	817187880 04/26/93	817187880 03/28/95	Pending	17111-4BR RGP (MAS)
ART-DM	40 (40, 34)	Brazil	817187871 04/26/93	817187871	Pending	17111-4-0-1BR RGP (MAS)
ART-DM		Canada	631927 05/12/89	374555 10/19/90	Registered Next Renewal Due: 10/19/05	17111-4CA RGP (MAS)
ART-DM	9	France	131441 05/19/89	1511915 05/19/89	Registered Next Renewal Due: 05/19/99	17111-4FR RGP (MAS)
ART-DM	9 42	Germany	174005/9wz 05/18/89	1155863 03/14/90	Registered Next Renewal Due: 05/18/99	17111-4DE RGP (MAS)
ART-DM	9	Italy	40256C/89 06/13/89	570104 05/11/92	Registered Next Renewal Due: 06/13/09 COMPUL. USE dec 05/11/97; completed Allow to lapse. Mark has not been in use. Re-filed in 17111-000401IT (rd) Use due 05/11/97	17111-4IT RGP (MAS)
ART-DM	9	Italy	RM697C002265 05/13/97		Pending Re-filing of 17111-4IT due to non-use OK to proceed per Owen Peterson/rd 5/20/97	17111-4-0-1IT RGL (MAS)
ART-DM	11	Japan	1-59462 05/29/89		Abandoned Abandoned 10/12/94 (rd)	17111-4JP RGP (MAS)

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TRADEMARK	CLASS(ES)	COUNTRY	SERIAL NO. FILING DATE	REG. NO. ISSUE DATE	STATUS AND REMARKS	TTC REF. CLIENT REF. ATTY(S) HANDLING
ART-DM	39	South Korea	89-12216	205684 11/23/90	Registered Next Renewal Due: 11/23/00	17111-4KR (MAS)
ART-DM	9	Spain	1501698 05/26/89	1501698 07/02/97	Registered Next Renewal Due: 05/26/99 TAX due 05/26/94 Response due 01/31/97 Response due 02/01/97 Response due 07/06/98	17111-4ES RGP (MAS)
ART-DM	9	Switzerland	05/12/89	373601	Registered Next Renewal Due: 05/12/99	17111-4CH RGP (MAS)
ART-DM	9	United Kingdom	1383460 05/10/89		Abandoned Abandoned 3/15/91 (rd)	17111-4GB RGP/TMS (MAS)
ART-DM	009-	United States	761386 11/02/88	1532660 08/22/89	Registered Affidavit of Use Due: 08/22/94, completed Next Renewal Due: 08/22/09 End Sec. 8 due 08/22/95, completed	17111-4US TJA (MAS)
ART-DM	038-	US-California		89129 12/27/88	Registered Next Renewal Due: 12/27/98	17111-4-0-15 RGP (MAS)
ART*Enterprise (stylized)	9	European Commun	382770 10/25/96		Accepted Cover DE FI IE AT FR IT BE GB LU DK GR PT ES NL SE	17111-5EM TJA (MAS)
ART*Enterprise (stylized)	9	Switzerland	75871996 10/16/96	441460	Registered Next Renewal Due: 10/16/06	17111-5CH NW (MAS)
ART*ENTERPRISE	9 (9.40)	Brazil	817184171 04/20/93		Pending	17111-5BR TMS (MAS)
ART*ENTERPRISE	40 (40.34)	Brazil	817187898 04/26/93	817187898 03/28/95	Pending	17111-5-0-1BR RGL/RR (MAS)

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TRADEMARK	CLASS(ES)	COUNTRY	SERIAL NO. FILING DATE	REG. NO. ISSUE DATE	STATUS AND REMARKS	TTC REF. CLIENT REF. ATTY(S) HANDLING
ART-ENTERPRISE (STYLIZED)	009;	United States	346660 01/08/93	1857208 10/04/94	Registered Affidavit of Use Due: 10/04/99 End Sec. 8 due 10/04/00	17111-5US RGL (MAS)
BRIGHTADVISOR		Canada	838408 03/04/97		Abandoned Priority Application No.: 75/177588 (10/07/96)	17111-16CA NW (MAS)
BRIGHTADVISOR	9	European Commun	506634 04/04/97		Pending Priority Application No.: 75/177588 (10/07/96)	17111-16EM (MAS)
BRIGHTADVISOR	9	Switzerland	018371/997 03/07/97		Pending Priority Application No.: 75/177588 (10/07/96) Response due 11/06/97	17111-16CH NW (MAS)
BRIGHTADVISOR	009;	United States	75/177588 10/07/96		Abandoned <i>abandonment of the matter/closure of file 2/3/98;</i>	
BRIGHTRESPONSE		Canada	838398 03/04/97		Pending Priority Application No.: 75/177587 (10/07/96)	17111-15CA NW (MAS)
BRIGHTRESPONSE	9 16	European Commun	508408 04/04/97		Pending Priority Application No.: 75/177587 (10/07/96)	17111-15EM (MAS)
BRIGHTRESPONSE	9	Switzerland	018381/997 03/07/97		Abandoned Priority Application No.: 75/177587 (10/07/96) <i>Abandoned per MAS 11/14/97. (kamt)</i>	17111-15CH NW (MAS)
BRIGHTRESPONSE	009;	United States	75/177587 10/07/96		Abandoned <i>notice of abandonment 7/15/98; abandonment of the matter/closure of file 7/21/98;</i>	17111-15US NW (MAS)
BRIGHTWARE	009; 042;	United States	74/673254 05/12/95	2044761 03/1/97	Registered Date of First Use: 08/15/95 Affidavit of Use Due: 03/11/02 End Sec. 8 due 03/11/03	17111-2US (MAS)
BRIGHTWARE & Design		Canada	815840 06/20/96	481250 08/21/97	Registered Next Renewal Due: 08/21/12	17111-11CA TMS (MAS)

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TRADEMARK	CLASS(ES)	COUNTRY	SERIAL NO. FILING DATE	REG. NO. ISSUE DATE	STATUS AND REMARKS	TTC REF. CLIENT REF. ATTY(S) HANDLING
BRIGHTWARE & Design	9 16 42	European Commun	313460 06/27/96		Published DE AT BE DK ES FI FR GB GR NL DE IT LU PT SE CH File No. 17111-11EP	17111-11EM LOV (MAS)
BRIGHTWARE & Design	9 16 42	Switzerland	045231/1996 06/20/96	443107 06/25/97	Registered Next Renewal Due: 06/20/06	17111-11CH (MAS)
BRIGHTWARE & DESIGN	009; 042;	United States	74/699376 07/10/95	2065700 05/27/97	Registered Affidavit of Use Due: 05/27/02 End Sec. 8 due 05/27/03	17111-11US LOV (MAS)
BRIGHTWARE & Design	9 42	Australia	744077 09/16/97		Pending	17111-11AU (MAS)
BRIGHTWARE & Design	9	New Zealand	282389 09/17/97		Published	17111-11NZ TVA (MAS)
BRIGHTWARE & Design	42	New Zealand	282390 09/17/97		Published	17111-11-0-1NZ NW (MAS)
INFERENCE ART	9	France	833582 01/16/87	1389520	Abandoned Abandon or renewal per MAS on 1/16/97. RW	17111-6FR REG/TO (MAS)
INFERENCE ART	11	Japan	63-86370 07/27/88		Abandoned Abandoned 3/13/91	17111-6JP LOV (MAS)
INFERENCE ART	1 9	Switzerland	10/03/86	348347	Registered Next Renewal Due: 10/03/06	17111-6CH RGP (MAS)
INFERENCE ART	9	United Kingdom	1329441 12/11/87	1329441 07/14/89	Registered Next Renewal Due: 12/11/04	17111-6GB RGI (MAS)

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 14, 1998 by and between SILICON VALLEY BANK ("Bank") and BRIGHTWARE, 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 July 14, 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:

BRIGHTWARE, INC.

Address of Grantor:

350 Ignacio Blvd., Suite 100
Novato, CA 94949

Attn: _____

By: 

Title: VP Finance

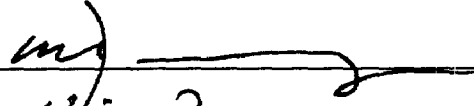
BANK:

SILICON VALLEY BANK

Address of Bank:

1731 Embarcadero, Ste. 220
Palo Alto, CA 94303

Attn: Michael Dewery

By: 

Title: Vice President

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

See attached Report + future filings

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

*see attached report + future filings
deemed significant*

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

2/1/2

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**TRADEMARK PROPERTY STATUS REPORT
BY TRADEMARK**

PREPARED FOR

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(415)-884-4740 facsimile**

PREPARED BY

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JULY 27, 1998