



100871121

To the Honorable Commissioner of Pa

hed original documents or copy thereof.

1. Name of conveying party(ies):

Simpact, Inc.
9210 Sky Park Court
San Diego, CA 92123

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State California
- 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: October 13, 1998

Address of receiving party(ies):

Name: Silicon Valley Bank

Internal Address: _____

Street Address: 3003 Tasman Drive

City: Santa Clara State: CA ZIP 95054

- 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)

See Exhibit "C" attached hereto

B. Trademark Registration No.(s)

See Exhibit "C" attached hereto

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: 31

7. Total fee (37 CFR 3.41):..... \$790.00

- 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

10/30/98

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

11/04/1998 JSHABAZZ 00000022 1903408

01 FC:481 40.00 OP
02 FC:482 750.00 OP

EXHIBIT C
TRADEMARKS

Description	Registration/Application Number	Registration/Application Date
Freeway	1,903,408	July 4, 1995
Protocool	75/190,062	October 30, 1996
Privatekey	1,663,270	No longer used
Secuirt-e-mail	74/094,025	No longer used
Lanmark	74/290602	Abandoned
CNS	Not registered	Still in use
<u>Sm@rt</u>	75/480,670	April 30, 1998
<u>Sm@rt</u>	75/478,111	April 30, 1998
<u>Sm@rt</u> Casting	75/486,159	May 15, 1998
<u>Sm@rt</u> Casting	75/486,161	May 15, 1998
<u>Sm@rt</u> Connect	75/486,160	May 15, 1998
<u>Sm@rt</u> Connect	75/485,993	May 15, 1998
<u>Sm@rt</u> Firewall	75/485,992	May 15, 1998
<u>Sm@rt</u> Firewall	75/485,991	May 15, 1998
<u>Sm@rt</u> Net	75/486,158	May 15, 1998
<u>Sm@rt</u> Net	76,485,940	May 15, 1998
<u>Sm@rt</u> Network	75/486,156	May 15, 1998
<u>Sm@rt</u> Network	75/486,157	May 15, 1998
<u>Sm@rt</u> Protocal	75/485,946	May 15, 1998

Description	Registration/Application Number	Registration/Application Date
<u>Sm@rtProtocol</u>	75/486,155	May 15, 1998
<u>Sm@rtRouter</u>	75/477,051	April 30, 1998
<u>Sm@rtRouter</u>	75/476,928	April 30, 1998
<u>Sm@rtSecurity</u>	75,485,928	May 15, 1998
<u>Sm@artSecurity</u>	75/485,939	May 15, 1998
<u>Sm@rtSolutions</u>	75/485,842	May 15, 1998
<u>Sm@rtSolutions</u>	75/485,930	May 15, 1998
<u>Sm@rtServer</u>	In process	
<u>Sm@rtVideo</u>	75/485,932	May 15, 1998
<u>Sm@rtVideo</u>	75/486,165	May 15, 1998
<u>Sm@rtWeb</u>	75/485,933	May 15, 1998
<u>Sm@rtWeb</u>	75/486,163	unknown

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 13, 1998 by and between SILICON VALLEY BANK ("**Bank**") and SIMPACT, 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 Senior Subordinated 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, 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.

Address of Grantor:

9210 Sky Park Court
San Diego, CA 92123
Attn: Franz Birkner

GRANTOR:

SIMPACT, INC.

By: *Franz X Birkner*

Name: FRANZ X. BIRKNER

Title: CEO

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191
Attn: Mezzanine Finance, NC475

BANK:

SILICON VALLEY BANK

By: *Laurita J Hernandez*

Name: Laurita J. Hernandez

Title: Vice President

[INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 1809 FRAME: 0111

EXHIBIT A
COPYRIGHTS

Description	Registration/Application Number	Registration/Application Date
OS/Impact	TX4-151-279	9/7/95
Asynchronous Wire Service	TX4-244-429	5/1/95
X.25	TX4-151-276	5/1/95
HDLC	TX4-244-430	5/1/95
BSC3270	TX4-151-277	9/7/95
BSC2780/3780	TX4-109-968	7/17/95

EXHIBIT B

PATENTS

Description	Registration/Application Number	Registration/Application Date
None		

EXHIBIT C
TRADEMARKS

Description	Registration/Application Number	Registration/Application Date
Freeway	1,903,408	July 4, 1995
Protocool	75/190,062	October 30, 1996
Privatekey	1,663,270	No longer used
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<u>Sm@rt</u> Firewall	75/485,991	May 15, 1998
<u>Sm@rt</u> Net	75/486,158	May 15, 1998
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<u>Sm@rtWeb</u>	75/485,933	May 15, 1998
<u>Sm@rtWeb</u>	75/486,163	unknown

EXHIBIT D
MASK WORKS

Description	Registration/Application Number	Registration/Application Date
None		

291642 v1/PA
691601!.DOC
101298/1902

RECORDED: 11/02/1998

TRADEMARK
REEL: 1809 FRAME: 0116