



To the Honorable Commissioner of Patents and

100934935

nal documents or copy thereof.

1. Name of conveying party(ies):
International Microcomputer Software, Inc.
1895 Francisco Blvd. East
San Rafael, CA 94901

Individual(s) Association

General Partnership Limited Partnership

Corporation-State CA

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: _____

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

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other Intellectual Property Security Agreement

Execution Date: November 3, 1998

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
See Exhibit "C" attached hereto and made a part hereof

Additional numbers attached? Yes No

B. Trademark Registration No.(s)
See Exhibit "C" attached hereto and made a part hereof

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 registrations involved: 36

7. Total fee (37 CFR 3.41):..... \$ 915.00

Enclosed

Authorized to be charged to deposit account _____

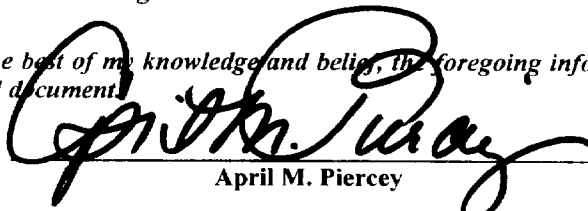
8. Deposit account number: 03-3115

(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 December 24, 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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COMMERCIAL BRANCH

EXHIBIT C
TRADEMARKS

Description	Registration/Application Number	Registration/Application Date
STRATICA	75-532,185	8/6/98
UPDATENOW	75-469,884	4/17/98
CLICK AND SPEAK	75-467,843	4/14/98
DREAM HOUSE	75-455,205	3/23/98
FLOORPLAN	75-454,867	3/23/98
RAMSHIELD	75-452,720	3/19/98
MASTERPUBLISHER	75-452,719	3/19/98
MULTIMEDIA FUSION	75-406,839	12/16/97
FAMILY HERITAGE	75-395,301	11/24/97
TURBOLISP	75-389,320	11/13/97
TYPE BY TALKING	75-371,270	10/10/97
TURBOPROJECT	2,122,203	12/16/97
TURBODRAW	2,038,648	2/18/97
TURBOPUBLISHER	2,038,641	2/18/97
EZ INTERNET	2,150,003	4/14/98
IMSI	2,159,821	5/26/98
IMSI	1,980,954	6/18/96
IMSI	2,164,950	6/16/98
IMSI	1,982,398	6/25/96
LIVING MEDIA	1,954,650	2/6/96

EXHIBIT C

TRADEMARKS

Description	Registration/Application Number	Registration/Application Date
EZ LANGUAGE	1,926,749	10/10/95
WINDELETE	1,939,951	12/5/95
MENUDIRECT GOLD	74-361,675	2/24/93 abandoned 3/1/94
SYSTEM MOUSE	74-361,674	2/24/93 abandoned 2/28/94
IMSI MOUSE	1,818,785	2/1/94
PET MOUSE	74-361,672	2/24/93 abandoned 3/1/94
PC STYLUS	74-361,671	2/24/93 abandoned 2/28/94
VIRUSCURE	74-361,670	2/24/93 abandoned 2/28/94
IMSI PUBLISHER	1,808,946	12/7/93
3D DESIGN PLUS	1,830,193	4/12/94*
VIRUSCURE	74-201,723	9/9/91 abandoned 8/19/92
DREAM HOUSE	1,682,791	4/14/92*
FLOORPLAN	1,655,925	9/3/91*
PAGEPERFECT	73-617,126	8/28/86 abandoned 1/3/89
TURBOCAD	1,736,115	12/1/92

* Partial Interest

320814 v1/PA
6VJ\$011.DOC

EXHIBIT C

TRADEMARKS

Description	Registration/Application Number	Registration/Application Date
MASTERCLIPS	1,959,472	3/5/96

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 3, 1998 by and between SILICON VALLEY BANK ("**Bank**") and INTERNATIONAL MICROCOMPUTER SOFTWARE, 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 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:

GRANTOR:

**INTERNATIONAL MICROCOMPUTER
SOFTWARE, INC.**

By: 

Name: Ken Fineman

Title: CFO

Address of Bank:

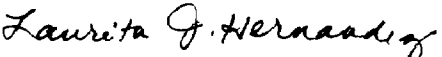
BANK:

3003 Tasman Drive

SILICON VALLEY BANK

Santa Clara, CA 95054-1191

Attn: Mezzanine Finance, NC475

By: 

Name: Laurita J. Hernandez

Title: Vice President

EXHIBIT A
COPYRIGHTS

Description	Registration/Application Number	Registration/Application Date
International Microcomputer Software, Inc.	TX-2-604-253	6/26/89
Backup DIRECT	TX-3-538-379	4/16/93
MenuDIRECT 3.1.	TX-3-538-380	4/16/93
TurboCAD 3.0.	TX-3-541-294	4/16/93
Popup Help & Data 1.0.	TX-3-538-381	4/16/93

EXHIBIT B

PATENTS

Description	Registration/Application Number	Registration/Application Date
NONE		

EXHIBIT D
MASK WORKS

Description	Registration/Application Number	Registration/Application Date
NONE		

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691601! DOC

RECORDED: 12/29/1998

TRADEMARK
REEL: 1834 FRAME: 0048