

01-27-1999

FORM PTO-1594
(Rev. 6-93)

RECEIVED



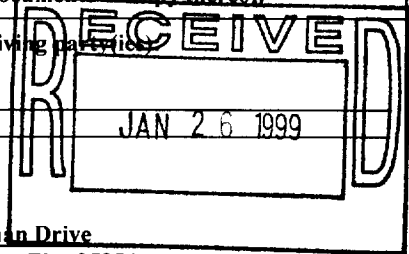
U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

1-26-99

100951371

To the Honorable Commissioner of Patents and Trademarks

Original documents or copy thereof.



1. Name of conveying party(ies):

Extensis Corporation
1800 SW First Avenue, Suite 500
Portland, OR 97201-5322

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

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

1-26-99

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other Intellectual Property Security Agreement

Execution Date: January 19, 1999

2. Name and address of receiving party(ies)

Name: Silicon Valley Bank

Internal Address: _____
Internal Address: _____
Street Address: 3003 Tasman Drive
City: Santa Clara State: CA Zip: 95954

- 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)
Please see attached Exhibit C

B. Trademark Registration No.(s)
Please see attached Exhibit C

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: Diana R. Sanchez

Street Address: 5 Palo Alto Square
3000 El Camino Real

City: Palo Alto State: CA ZIP 94306

6. Total number of applications and registration involved: 24

7. Total fee (37 CFR 3.41):..... \$ 615.00

- 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

615E

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.

Diana R. Sanchez
Diana R. Sanchez

January 25, 1999
Date

Total number of pages including cover sheet, attachments, and document: 11

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

01/26/1999 DNGUYEN 00000213 75485235

01 FC:481 40.00 OP
02 FC:482 575.00 OP

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TRADEMARK
REEL: 1844 FRAME: 0924

EXHIBIT C
TRADEMARKS

Description	Registration/Application Number	Registration/Application Date
PHOTODRAW (4047)	75/485,235	5/14/98
MASK PRO (4018)	75/318,367	7/2/97
PREFLIGHT PRO (4015)	75/288,889	5/8/97
FLIGHT PRO (4014)	75/272,023	4/9/97 Abandonment filed : 1/14/98
BEYONDPRESS (4019)	75/202,567	11/21/96
ASTROBYTE (4020)	75/201,587	11/26/96
ACROTOOLS (4012)	75/108,820	5/16/96 Abandonment filed: 3/11/97
MILLTOOLS (4011)	75/108,819	5/16/96 Abandonment filed: 10/20/97
SURFTOOLS (4010)	75/108,818	5/16/96
BROWSETOOLS (4009)	75/108,817	5/16/96 Abandonment filed: 7/15/97
VECTORTOOLS (4008)	75/108,816	5/16/96 Abandonment filed: 7/15/97
PHOTOTOOLS (4005)	75/108,815	5/16/96 Abandonment filed: 7/1/97
CYBERPRESS® (4006)	2,124,915	12/30/97

Description	Registration/Application Number	Registration/Application Date
CYBERTOOLS (4007)	75/108,813	5/16/96 Abandonment filed: 7/15/97
CHROMATICA (4004)	74/699,910	7/11/95 Abandonment filed: 5/8/97
QX-TOOLS® (4003)	2,089,695	8/19/97
DRAWTOOLS (4002)	74/699,903	7/11/95 Abandonment filed: 5/8/97
PAGETOOLS® (4001)	2,013,355	11/5/96
EXTENSIS (4000)	2,090,397	8/26/97
FETCH® (4017)	1,833,307	8/24/92
FETCH® (4016)	1,798,595	8/24/92
EXTENSIS (4013) CTM filing	500108	3/27/97
MISCELLANEOUS DESIGN (4021)	75/332,855	7/30/97
MISCELLANEOUS DESIGN (4022)	75/201,686	11/21/96

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 19, 1999, by and between SILICON VALLEY BANK ("**Bank**") and EXTENSIS CORPORATION ("**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:

1800 SW First Ave., Suite 500

Portland, OR 97201-5322

Attn: _____

GRANTOR:

EXTENSIS CORPORATION

By: _____

Name: _____

Title: _____

Address of Bank:

3003 Tasman Drive

Santa Clara, CA 95054-1191

Attn: Mezzanine Finance, NC475

BANK:

SILICON VALLEY BANK

By:  _____

Name: KIRK J. BLOEDE

Title: SENIOR VICE PRESIDENT

[Intellectual Property Agreement]

TRADEMARK
REEL: 1844 FRAME: 0929

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

Description	Registration/Application Number	Registration/Application Date
PHOTODRAW (4047)	75/485,235	5/14/98
MASK PRO (4018)	75/318,367	7/2/97
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MISCELLANEOUS DESIGN (4022)	75/201,686	11/21/96

EXHIBIT D
MASK WORKS

Description	Registration/Application Number	Registration/Application Date
None		

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RECORDED: 01/26/1999

TRADEMARK
REEL: 1844 FRAME: 0934