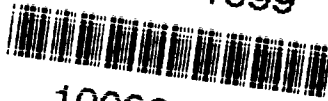


02-12-1999



100964709

RECORDATION FORM SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
 2/1/99

Name  Endeavor Information Systems, Incorporated

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization  California

Receiving Party

Mark if additional names of receiving parties attached

Name  MultiMedia Access & Retrieval Corporation

DBA/AKA/TA

Composed of

Address (line 1)  2000 Alameda de Las Pulgas

Address (line 2)  Suite 250

Address (line 3)  San Mateo

California

94403

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership
- Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization  California

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

02/11/1999 JSHABAZZ 00000160 2153835

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

40.00 OP  
25.00 OP

65E

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

J. Michael Kelly  
Name of Person Signing

[Signature]  
Signature

February 5, 1999  
Date Signed

# SECURITY AGREEMENT

THIS SECURITY AGREEMENT dated February 1, 1999, is made by ENDEAVOR INFORMATION SYSTEMS INCORPORATED, a California corporation ("Grantor"), in favor of MULTIMEDIA ACCESS & RETRIEVAL CORPORATION, a California corporation ("Secured Party").

## RECITALS

A. Pursuant to a Settlement Agreement of even date herewith between Grantor and Secured Party (the "Settlement Agreement"), certain potential claims between Grantor, Secured Party, and their respective affiliates have been settled; and

B. Pursuant to the terms of the Settlement Agreement Secured Party is the holder of that certain promissory note issued by Grantor, dated as of October 1, 1994, the principal amount of which as of that date was Two Million Five Hundred Thousand Dollars (\$2,500,000.00), a copy of which is attached hereto as Annex 1 (the "Note"); and

C. Secured Party has required, as a condition to its entering into the Settlement Agreement and accepting the Note from Grantor, that the Grantor pledge to Secured Party and grant to Secured Party a security interest in, the collateral hereinafter described.

## AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, Grantor hereby represents, warrants, covenants, and agrees as follows:

1. **DEFINED TERMS.** Unless otherwise defined herein, the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

"**Collateral**" shall have the meaning assigned to such term in Section 3 of this Agreement.

"**Contracts**" means all contracts or other agreements in or under which Grantor may now or hereafter have any right, title, or interest.

"**Event of Default**" shall have the meaning assigned to such term in Paragraph 6 of that certain Secured Promissory Note executed by and between Grantor and Secured Party, dated as of October 1, 1994.

“**License**” means any Patent License, Trademark License, or other license of rights or interests now held or hereafter acquired by Grantor.

“**Patent License**” means any written agreement granting any right with respect to any invention on which a Patent is in existence.

“**Patents**” means all of the following in which Grantor now holds or hereafter acquires any interest: (a) letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country and all rights corresponding thereto, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or political subdivision thereof and (b) all reissues, divisions, continuations, renewals, continuations-in-part, or extensions thereof.

“**Secured Obligations**” means (a) the obligation of Grantor to repay Secured Party under Section 2 below and to pay fees, costs, and expenses of Secured Party under Section 7(b) below, and (b) all other indebtedness, liabilities, and obligations of Grantor to Secured Party, whether now existing or hereafter incurred.

“**Trademark License**” means any of the following now owned or hereafter acquired by Grantor: any written agreement granting any right to use any Trademark or Trademark registration.

“**Trademarks**” means any of the following now owned or hereafter acquired by Grantor: (a) any trademarks, tradenames, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof and (b) any reissues, extensions, or renewals thereof.

“**UCC**” means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of California; *provided, however*, in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of Secured Party’s security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of California, the term “UCC” shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection of priority, and for purposes of definitions related to such provisions.

In addition, the following terms shall be defined terms having the meaning set forth for such terms in the UCC (definition sections of the UCC are noted parenthetically): "Account Debtor" (9105(1)(a)); "Accounts" (9106); "Chattel Paper" (9105(1)(b)); "Documents" (9105(1)(f)); "Equipment" (9109(2)); "Fixtures" (9313(1)(a)); "General Intangibles" (9106); "Instruments" (9105(1)(i)); "Inventory" (9109(4)); "Proceeds" (9306(1)). Each of the foregoing defined terms shall include all of such items now owned, or hereafter acquired, by Grantor.

2. **SECURED OBLIGATION.** Grantor agrees it has made a promise to pay to Secured Party all of the unpaid principal amount of, accrued interest on, and all other amounts payable to Secured Party pursuant to the terms of the Note and all other indebtedness, liabilities, and obligations of Grantor to Secured Party arising under the Note and the Settlement Agreement, or hereunder, whether now existing or hereafter incurred, and whether created under, arising out of, or in connection with any written agreement or otherwise ("Secured Obligations").

3. **GRANT OF SECURITY INTEREST.** As collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Obligations, Grantor hereby assigns, conveys, mortgages, pledges, hypothecates, and transfers to Secured Party, and hereby grants to Secured Party, a security interest (and only a security interest) in all of Grantor's right, title and interest in, to and under the following (all of which being herein collectively called the "Collateral"):

- (a) All Accounts of Grantor;
- (b) All Chattel Paper of Grantor;
- (c) All Contracts of Grantor;
- (d) All Documents of Grantor;
- (e) All Equipment of Grantor;
- (f) All Fixtures of Grantor;
- (g) All General Intangibles of Grantor including, without limitation, all Patents, Patent Applications, Trademarks, Trademark Applications, designs, drawings, technical information, marketing plans, customer lists, trade secrets, proprietary or confidential information, inventions (whether or not patentable), procedures, know-how, models and data;
- (h) All Instruments of Grantor;
- (i) All Inventory of Grantor;

(j) All property of Grantor held by Secured Party, or any other party for whom Secured Party is acting as agent hereunder, including, without limitation, all property of every description now or hereafter in the possession or custody of or in transit to Secured Party or such other party for any purpose, including, without limitation, safekeeping, collection, or pledge, for the account of Grantor, or as to which Grantor may have any right or power;

(k) All other goods and personal property of Grantor whether tangible or intangible and whether now or hereafter owned or existing, leased, consigned by or to, or acquired by, Grantor and wherever located; and

(l) To the extent not otherwise included, all Proceeds of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits, and products of each of the foregoing.

#### 4. RIGHTS OF SECURED PARTY; COLLECTION OF ACCOUNTS.

(a) Notwithstanding anything contained in this Security Agreement to the contrary, Grantor expressly agrees that it shall remain liable under each of its Contracts and each of its Licenses to observe and perform all the conditions and obligations to be observed and performed by it thereunder. Secured Party shall not have any obligation or liability under any Contract or License by reason of or arising out of this Security Agreement or the granting to Secured Party of a lien therein or the receipt by Secured Party of any payment relating to any Contract or License pursuant hereto, nor shall Secured Party be required or obligated in any manner to perform or fulfill any of the obligations of Grantor under or pursuant to any Contract or License, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any Contract or License, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

(b) Except as provided in sub-paragraph (c), throughout the term of this Security Agreement, Grantor shall collect its Accounts in the ordinary course of its business. Grantor agrees that it shall exercise such collection activities in a prudent and businesslike manner.

(c) Upon the occurrence of an Event of Default and at any time during the continuation of any Event of Default, Secured Party may, after first notifying Grantor of its intention to do so, notify Account Debtors of Grantor, parties to the Contracts of Grantor, obligors in respect of Instruments of Grantor and obligors in respect of Chattel Paper of Grantor, that Secured Party has been granted a security interest in the Accounts and the right, title, and interest of Grantor in and under such Contracts, Instruments, and Chattel Paper and that payments due Grantor thereunder shall be made directly to Secured Party. Upon the request of Secured Party, Grantor shall so notify such Account Debtors, parties to such Contracts, obligors in respect of such Instruments, and obligors in respect of such Chattel Paper. Upon the occurrence and during the continuation of an Event of Default, Secured Party may, in its name, or in the name of others communicate with such Account Debtors, parties to such Contracts,

obligors in respect of such Instruments, and obligors in respect of such Chattel Paper to verify with such parties, to Secured Party's satisfaction, the existence, amount, and terms of any such Accounts, Contracts, Instruments, or Chattel Paper. If an Event of Default has occurred and is continuing, at the request of Secured Party, Grantor shall deliver to Secured Party all original and other documents evidencing, and relating to, (i) the sale and delivery of inventory, (ii) the performance of labor or service, and/or (iii) other value given from which an Account or other right to payment was created, including, without limitation, all original orders, invoices, and shipping receipts.

5. **REPRESENTATIONS AND WARRANTIES.** Grantor hereby represents and warrants to Secured Party that:

(a) Except for the security interest granted to Secured Party under this Security Agreement and as provided in Section 5(d), below, Grantor is the sole legal and equitable owner of each item of the Collateral in which it purports to grant a security interest hereunder, having good and marketable title thereto free and clear of any and all liens.

(b) No effective security agreement, financing statement, equivalent security or lien instrument, or continuation statement covering all or any part of the Collateral exists, except such as may have been filed by Grantor in favor of Secured Party pursuant to this Security Agreement and as provided in Section 5(d), below.

(c) This Security Agreement creates a legal and valid security interest on and in all of the Collateral in which Grantor now has rights, and all filings and other actions necessary or desirable to perfect and protect such security interest have been duly taken. Accordingly, except as provided in Section 5(d), below, Secured Party has a fully perfected first priority security interest in all of the Collateral in which Grantor now has rights and except as provided in Section 5(d) below, this Security Agreement will create a legal and valid and fully perfected first priority security interest in the Collateral in which Grantor later acquires rights, when Grantor acquires those rights.

(d) MARCorp recognizes and agrees that Silicon Valley Bank (the "Bank") does and shall hold a senior security interest in and to the Collateral, and all of it, to the extent and only to the extent of and as expressed in that certain Subordination Agreement, of even date herewith, which is attached to this Agreement as Annex 2, and by this reference incorporated herein, to secure that certain line of credit granted by the Bank to Grantor defined as the "Senior Debt" in said Subordination Agreement.

6. **COVENANTS.** Grantor covenants and agrees with Secured Party that from and after the date of this Agreement and until the Secured Obligations have been performed and paid in full:

6.1 **Further Assurances; Pledge of Instruments.** At any time and from time to time, upon the written request of Secured Party, and at the sole expense of Grantor, Grantor shall promptly and duly execute and deliver any and all such further instruments and documents

and take such further action as Secured Party may reasonably deem desirable to obtain the full benefits of this Agreement.

6.2 **Maintenance of Records.** Grantor shall keep and maintain at its own cost and expense satisfactory and complete records of the Collateral.

6.3 **Notice of Remedies Exercise.** Grantor shall promptly deliver to Secured Party, at the address set forth in paragraph 7 of the Note, written notice of the acceleration of any portion of the Senior Debt (as defined in the Limited Subordination Agreement dated as of January 29, 1999, by and between Grantor and Silicon Valley Bank (the "Subordination Agreement")) by Silicon Valley Bank or the commencement of any other action by Silicon Valley Bank which constitutes the exercise of remedies related to the Senior Debt.

## 7. **RIGHTS AND REMEDIES UPON DEFAULT.**

(a) If any Event of Default (as defined in the Note) shall have occurred and while such Event of Default is continuing, Secured Party may exercise in addition to all other rights and remedies granted to it under this Agreement, all rights and remedies of a secured party under the UCC.

(b) Grantor also agrees to pay all reasonable fees, costs, and expenses of Secured Party, including, without limitation, reasonable attorneys' fees, incurred in connection with the enforcement of any of its rights and remedies hereunder.

(c) Except as provided in this Security Agreement, Grantor hereby waives presentment, demand, protest, or any notice (to the maximum extent permitted by applicable law) with respect to Secured Party's enforcement of Grantor's obligation to pay the Secured Obligations.

(d) The Proceeds of any sale, disposition, collection, or other realization upon all or any part of the Collateral shall be distributed by Secured Party in the following order of priorities:

First, to Secured Party in an amount sufficient to pay in full the reasonable costs of Secured Party in connection with such sale, disposition, collection, or other realization, including all fees, costs, expenses, liabilities, and advances incurred or made by Secured Party in connection therewith, including, without limitation, reasonable attorneys' fees;

Second, to Secured Party in an amount equal to the then unpaid Secured Obligations;

Finally, upon payment in full of the Secured Obligations, to Grantor or its representatives or as a court of competent jurisdiction may direct.



8. **LIMITATION ON SECURED PARTY'S DUTY IN RESPECT OF COLLATERAL.** Secured Party shall be deemed to have acted reasonably in the custody, preservation and disposition of any of the Collateral if it takes such action as Grantor requests in writing, but failure of Secured Party to comply with any such request shall not in itself be deemed a failure to act reasonably, and no failure of Secured Party to do any act not so requested shall be deemed a failure to act reasonably.

9. **REINSTATEMENT.** This Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of creditors, or should a receiver or trustee be appointed for all or any significant part of Grantor's property and assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored, or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored, or returned.

10. **MISCELLANEOUS.**

10.1 **No Waiver; Cumulative Remedies.**

(a) Secured Party shall not by any act, delay, omission or otherwise be deemed to have waived any of its respective rights or remedies hereunder, nor shall any single or partial exercise of any right or remedy hereunder on any one occasion preclude the further exercise thereof or the exercise of any other right or remedy.

(b) The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law.

(c) None of the terms or provisions of this Security Agreement may be waived, altered, modified or amended except by an instrument in writing, duly executed by Grantor and Secured Party.

10.2 **Termination of this Security Agreement.** Subject to Section 9 hereof, this Security Agreement shall terminate upon the payment and performance in full of the Secured Obligations.

10.3 **Successor and Assigns.** This Security Agreement and all obligations of Grantor hereunder shall be binding upon the successors and assigns of Grantor, and shall, together with the rights and remedies of Secured Party hereunder, inure to the benefit of Secured Party, any future holder of any of the indebtedness and their respective successors and assigns. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the Secured Obligations or any portion thereof or interest therein shall in any manner affect the lien granted to Secured Party hereunder.

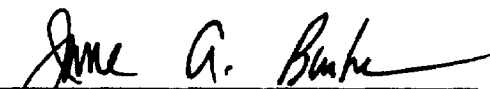
10.4 **Governing Law.** In all respects, including all matters of construction, validity and performance, this Security Agreement and the Secured Obligations arising hereunder shall be governed by, and construed and enforced in accordance with, the laws of the State of California applicable to contracts made and performed in such state, without regard to the principles thereof regarding conflict of laws.

10.5 **Dispute Resolution.** Any dispute between the parties concerning the implementation, interpretation, or enforcement of this Agreement shall be first attempted to be resolved among the parties. If, in the judgment of any party, the parties are unable to resolve a particular dispute, the dispute shall be submitted to final and binding arbitration under the local rules of the American Arbitration Association, such arbitration to be conducted in San Francisco, California. Venue for the resolution of any controversy or claim arising out of, in connection with, or relating to this Agreement shall be in the City and County of San Francisco, California, and the parties consent to the personal and subject matter jurisdiction of any court located therein.

**IN WITNESS WHEREOF**, each of the parties hereto has caused this Security Agreement to be executed and delivered by its duly authorized officer on the date first set forth above.

GRANTOR

**ENDEAVOR INFORMATION SYSTEMS INCORPORATED**

By: 

Jane A. Burke  
Its President and Chief Executive Officer

Accepted and acknowledged by:  
**MULTIMEDIA ACCESS & RETRIEVAL CORPORATION**

By: \_\_\_\_\_  
Gregory T. George, Sole Officer and Director

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10.3 **Successor and Assigns.** This Security Agreement and all obligations of Grantor hereunder shall be binding upon the successors and assigns of Grantor, and shall, together with the rights and remedies of Secured Party hereunder, inure to the benefit of Secured Party, any future holder of any of the indebtedness and their respective successors and assigns. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the Secured Obligations or any portion thereof or interest therein shall in any manner affect the lien granted to Secured Party hereunder.

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IN WITNESS WHEREOF, each of the parties hereto has caused this Security Agreement to be executed and delivered by its duly authorized officer on the date first set forth above.

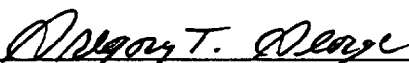
GRANTOR

ENDEAVOR INFORMATION SYSTEMS INCORPORATED

By: \_\_\_\_\_

Jane A. Burke  
Its President and Chief Executive Officer

Accepted and acknowledged by:  
MULTIMEDIA ACCESS & RETRIEVAL CORPORATION

By:   
Gregory T. George, Sole Officer and Director

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# **Annex 1**

## **SECURED PROMISSORY NOTE**

**Intentionally omitted for purposes of confidentiality**

## **Annex 2**

### **LIMITED SUBORDINATION AGREEMENT**

**Intentionally omitted for purposes of confidentiality**