

MRD
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FORM PTO-1594
(Rev 5-93)

REC

03-26-1999

J.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



To the Honorable Commissioner of Patents a

uments or copy thereof.

100998826

ty(ies):

1. Name of conveying party(ies):

SAGENT TECHNOLOGY, INC.

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State: CALIFORNIA

Other:

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

Name: Venture Banking Group,
a division of Cupertino National Bank
Address: Three Palo Alto Square, Suite 150
City: Palo Alto State: CA Zip: 94306

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State:

Other:

3. Nature of Conveyance:

[] Assignment

[] Merger

[X] Security Agreement

[] Change of Name

[] 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 [x] No

Execution Date: 02/10/99

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

A. Trademark Application No.(s)

75/284,077

75/041,031

75/284,006

75/706,839

75/150,011

B. Trademark Registration No.(s)

2,085,765

2,058,229

Additional numbers attached? [] Yes [X] No

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

Name: Erin O'Brien

Internal Address: GRAY CARY WARE & FREIDENRICH
400 Hamilton Avenue
Palo Alto, California 94301

6 Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41) \$ 190.00

[] Enclosed

[X] Authorized to be charged to deposit account

8. Deposit account number: 07-1907

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

25/1999 JSHABAZZ 00000055 071907 75284077

FC:481 40.00 CH
FC:482 150.00 CH

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.

Erin O'Brien
Name of Person Signing

March 22, 1999
Date

Total number of pages comprising cover sheet: [9]

Mail Documents to be recorded with required cover sheet information to:
U.S. Patent and Trademark Office, Office of Public Records
1213 Jefferson Davis Highway, 3rd Floor
Arlington, VA 22202

PA\890432.1
1030940-903900

TRADEMARK
REEL: 1874 FRAME: 0129

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 10, 1999 by and between VENTURE BANKING GROUP, A DIVISION OF CUPERTINO NATIONAL BANK ("Bank") and SAGENT TECHNOLOGY, INC., a California 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 Amended and Restated 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 and Patents 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, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby agrees as follows:

AGREEMENT

To secure its Obligations to Bank 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 and Trademarks listed on Schedules A, B and C 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:

800 West El Camino, Suite 300
Mountain View, CA 94040
Attn: Chief Financial Officer

GRANTOR:

SAGENT TECHNOLOGY, INC.

By: *[Signature]*

Title: *SVP Finance + Admin, CFO*

Address of Bank:

Three Palo Alto Square, Suite 150
Palo Alto, CA 94306
Attn: Jennifer Schellenberg

BANK:

VENTURE BANKING GROUP, A
DIVISION OF CUPERTINO NATIONAL BANK

By: *J. Welton*

Title: *Vice President*

EXHIBIT A

Copyrights

Description

Registration/
Application Number

Registration/
Application Date

EXHIBIT B

Patents

Description

Registration/
Application Number

Registration/
Application Date

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Flashcube	75/284,077	04/30/97
Starmart	75/284,006	04/30/97
Sagent Design Studio	75/150,011	08/14/96
Information Studio	2,085,765	08/05/97
Sagent	75/041,031	01/09/96
Sagent	2,058,229	04/29/97
Workgroup Warehouse	74/706,839	07/27/95