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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

JMB No. 0651-0011 (Exp. 4/94)



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Tab settings

To the Honorable Commissioner of Patents

and original documents or copy thereof.

1. Name of conveying party(ies):

INKTOMI CORPORATION

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

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

3. Nature of conveyance:

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

Execution Date: Sept. 2, 1998

2. Name and address of receiving party(ies)

Name: SILICON VALLEY BANK

Internal Address: ATTN: LOAN DOC. GROUP

Street Address: 3003 TASMAN DRIVE

City: SANTA CLARA State: CA ZIP: 95054

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State CALIFORNIA
- 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 No

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

A. Trademark Application No.(s)

75/140,625
75/480,151
75/321,943

B. Trademark Registration No.(s)

2,176,865

Additional numbers attached? Yes No

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

SILICON VALLEY BANK

Name: _____

Internal Address: ATTN: LOAN DOC GROUP
NC # 816

Street Address: 3003 TASMAN DRIVE

City: SANTA CLARA State: CA ZIP: 95054

04/20/1999 DNGUYEN 00000189 2176865

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 115

Enclosed Check # 7887

Authorized to be charged to deposit account

8. Deposit account number:

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

01 FC:481 40.00 OP
02 FC:482 75.00 OP

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.

Jacqueline Le
Name of Person Signing

[Signature]
Signature

4/5/99
Date

Total number of pages including cover sheet, attachments, and document: 6

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 2, 1998 by and between SILICON VALLEY BANK ("Bank") and INKTOMI 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 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:

1900 South Norfolk Street
Suite 310
San Mateo, CA 94403
Attn: Chief Financial Officer

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OK
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GRANTOR:

INKTOMI CORPORATION

By:  _____


Title: _____

Address of Bank:

1731 Embarcadero Road, Suite 220
Palo Alto, CA 94303
Attn: Scott Wiebe

BANK:

SILICON VALLEY BANK

By:  _____

Title: ASSISTANT VICE PRESIDENT

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
Traffic Server 1.0	Not yet assigned	August 17, 1998
Traffic Server 1.1	Not yet assigned	August 17, 1998
Search Engine 4.0	Not yet assigned	August 26, 1998

EXHIBIT B

Patents

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Garbage Collection in an Object Cache	09/061,136	April 16, 1998
High Performance Object Cache	09/060,866	April 15, 1998
Delivering Alternative Versions of Objects from an Object Cache	09/060,887	April 15, 1998
Consistent Data Storage in an Object Cache	09/060,974	April 15, 1998
Alias-Free Content-Indexed Object Cache	09/060,886	April 15, 1998

<u>Description</u>	<u>Application Number</u>	<u>Application Date</u>
Self-Tuning Dataflow I/O Core	Not yet assigned	September 23, 1998

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Inktomi (tri-colored cube logo)	2,176,865	July 28, 1998

<u>Description</u>	<u>Application Number</u>	<u>Application Date</u>
Inktomi (name)	75/140,625	July 26, 1996
Scaling the Internet	75/480151	May 6, 1998
Traffic Server	75/321943	July 10, 1997