

5-7-99

05-07-1999

FORM PTO-1594
(Rev 5-93)



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Pat

101032541

al documents or copy thereof.

1. Name of conveying party(ies):
PRIMUS KNOWLEDGE SOLUTIONS, INC.

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

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

3. Nature of Conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: April 30, 1999

2. Name and address of receiving party(ies):
Name: IMPERIAL BANK
Address: 9920 S. LACIENEGA BLVD. SUITE 628
City: INGLEWOOD State: CA Zip: 90301

Individual(s) citizenship:
Association:
General Partnership:
Limited Partnership:
Corporation - State:
Other: a California chartered bank

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 trademark number(s):
A. Trademark Application No.(s)
75/482,294

Additional numbers attached? Yes No

B. Trademark Registration No.(s)

2,148,501	1,982,345
2,027,845	1,909,858
2,222,446	

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Erin O'Brien
Internal Address: GRAY CARY WARE & FREIDENRICH
401 B Street, Suite 1700
San Diego, California 92101-4297

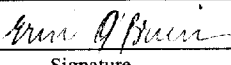
6 Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41) \$ 165.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 07-1907
(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.

Erin O'Brien  May 6, 1999
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: [6]

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

05/13/1999 DNGUYEN 00000136 071907 2148501
01 FC:481 40.00 CH
02 FC:482 125.00 CH

SD\1277322.1
1090371-904500

TRADEMARK
REEL: 1893 FRAME: 0158

AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 30, 1999 by and between IMPERIAL BANK ("Bank") and PRIMUS KNOWLEDGE SOLUTIONS, INC. a Washington 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 as of March 20, 1998, and in that certain Loan and Security Agreement by and between Bank and Grantor of even date herewith (as both may be amended, modified or supplemented from time to time, the "Loan Agreements"; capitalized terms used herein are used as defined in the Loan Agreements). 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 of Borrower to secure the obligations of Grantor under the Loan Agreements.

B. Grantor, under its former name Primus Communications Corporation, and Bank are parties to that certain Intellectual Property Security Agreement dated as of March 20, 1998 with a Recordation Date of April 1, 1998 and a Reel/Frame Number of 1715/0886 ("the Original Agreement"). Grantor and Bank wish to amend and restate the terms of the Original Agreement and to amend Grantor's name to read: Primus Knowledge Solutions, Inc. This Agreement sets forth the terms on which Bank and Borrower shall amend and restate the terms of the Original Agreement, and Grantor will grant 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 Agreements, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreements, 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 Trademarks listed on Schedule 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 Agreements. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreements 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 Agreements 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 Agreements 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.

This Agreement is intended to and does completely amend and restate, without novation, the Original Agreement. All security interests granted under the Original Agreement are hereby confirmed and ratified and shall continue to secure all Obligations under this Agreement.

Borrower represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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.

GRANTOR:

Address of Grantor:

1601 Fifth Avenue, Suite 1900
Seattle, WA 98101
Attn: Michael A. Brochu

PRIMUS KNOWLEDGE SOLUTIONS, INC.

By: 

Title: VP-CFO

BANK:

Address of Bank:

9920 S. LaCienega Blvd. Suite 628
Inglewood, CA 90301

Attn: Legal Department

IMPERIAL BANK

By: 

Title: SVP

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SolutionBuilder® Software, Version 1.0	TX 4805946	6/26/98
SolutionExplorer™ Software, Version 1.0	TX 4805945	6/26/98
SolutionPublisher® Software, Version 1.0	TX 4805944	6/26/98
SolutionBuilder® Software, Version 2.0	TX 4806281	6/26/98
SolutionExplorer™ Software, Version 2.0	TX 4806282	6/26/98
SolutionPublisher® Software, Version 2.0	TX 4806284	6/26/98
SolutionBuilder® Software, Version 3.0		3/16/99
SolutionExplorer™ Software, Version 3.0		3/16/99
SolutionPublisher® Software, Version 3.0		3/16/99
SolutionBuilder® Software, Version 3.1		3/01/99
SolutionExplorer™ Software, Version 3.1		3/01/99
SolutionPublisher® Software, Version 3.1		3/01/99

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>
PRIMUS	2,136,510	02/17/98
PRIMUS	2,148,501	04/07/98
PRIMUS LOGO	2,223,717	02/16/99
SHARING KNOWLEDGE WORLDWIDE	2,023,863	12/17/96
SOLUTIONBUILDER	1,909,857	08/08/95
SOLUTIONBUILDER & Design	2,101,263	09/30/97
SOLUTIONFINDER	1,982,345	06/25/96
SOLUTIONMANAGER	2,027,845	12/31/96
SOLUTIONNET	1,909,858	08/08/95
SOLUTIONPUBLISHER	2,069,721	06/10/97
SOLUTIONTEAM	2,128,932	01/13/98
SOLUTIONWIZARD	2,093,088	09/02/97
SOLUTIONX	2,222,446	02/09/99
SOLUTIONEXPLORER	75/353,506	09/08/97
SOLUTIONSERIES	75/383,675	11/03/97
MISCELLANEOUS DESIGN	75/482,294	05/08/98

PA901820.2
1090371-904500

RECORDED: 05/07/1999

TRADEMARK
REEL: 1893 FRAME: 0163