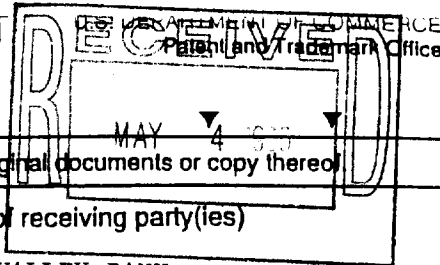


RECORDATION FORM COVER SHEET



05-11-1999



Tab settings 000

To the Honorable Commissioner of Patents

Send original documents or copy thereof

Address of receiving party(ies)

1. Name of conveying party(ies):

101035438

NETRIGHT TECHNOLOGIES, INC.

Name: SILICON VALLEY BANK

Internal Address: ATTN: LOAN DOC. GROUP

Street Address: 3003 TASMAN DRIVE

City: SANTA CLARA State: CA ZIP: 95054

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

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

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

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

3. Nature of conveyance:

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

3/31/99

Execution Date:

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

A. Trademark Application No.(s)

75/056,311
75/401,936

B. Trademark Registration No.(s)

2,022,918
2,221,933
1,968,048
1,939,879

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

05/11/1999 DNGUYEN 00000091 2022918

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41) \$ 165

Enclosed Check No. 7910

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
02 FC:482

40.00 OP
125.00 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

4/20/99
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 March 31, 1999, by and between SILICON VALLEY BANK ("Bank") and NETRIGHT TECHNOLOGIES, INC. ("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 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, 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 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 caused 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:

2121 South El Camino Real, Suite 400  
San Mateo, CA 94403  
Attn: Mark Culhane, CFO

GRANTOR:

NETRIGHT TECHNOLOGIES, INC.

By: Mark Culhane  
Title: CFO

Address of Bank:

3003 Tasman Drive  
Santa Clara, CA 95054  
Attn: John China

BANK:

SILICON VALLEY BANK

By: Chris Hochman  
Title: AVP

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

N/A

EXHIBIT B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

① Method and Apparatus for  
document Management Utilizing  
A Message System \*

Serial No.

08/711,065

Patent No.

5,845,067

9/9/96 - filed

12/1/98 - issued

\* Foreign filed in Australia and United Kingdom on 9/8/97 and  
are pending

② Method and Apparatus for  
Document Management  
Utilizing a Messaging System

09/201,328

Filed 11/30/98

Pending

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
M/H MANAGE	US Reg. No. 2,022,918	12/17/96
NET RIGHTS	Application No. 75/056,311 Filed 2/12/96	Pending
"I-Manager" <del>MANAGE</del>	Reg No. 2,221,933	2/2/99
iManage		10/7/98
i		10/7/98
INFO TO GO	App No. 74/014,673 Reg No. 1,968,048	4/16/96
FRONT OFFICE	12/23/94 Filed Reg No. 1,939,879	12/5/95
NEIGHBORHOOD ICON	12/18/97 App No. 75/401,936	Pending