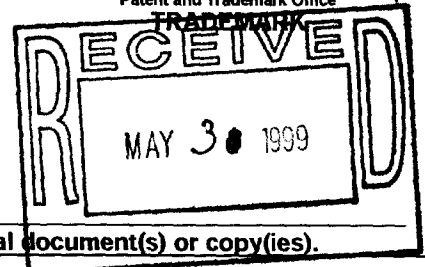


05-12-1999



101035987

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



S-3-99md

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
 - Security Agreement
 - Merger
 - Change of Name
 - Other
 - License
 - Nunc Pro Tunc Assignment
- Effective Date
Month Day Year
 4 15 99

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
4 15 99

Name

Formerly

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

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

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

05/12/1999 DNGUYEN 00000116 75556660

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 150.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 1895 FRAME: 0595

Domestic Representative Name and Address

Enter for the first Receiving Party only.

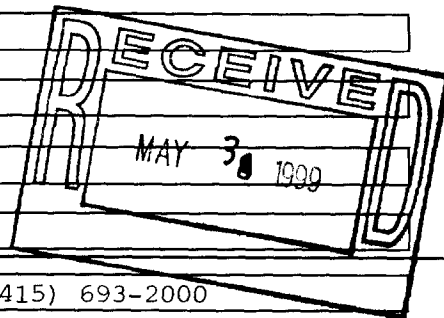
Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)



Correspondent Name and Address

Area Code and Telephone Number

(415) 693-2000

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)

<input type="text" value="75/556,660"/>	<input type="text" value="75/556,661"/>	<input type="text" value="75/557,823"/>	<input type="text" value="2,141,992"/>	<input type="text" value="1,604,063"/>	<input type="text"/>
<input type="text" value="75 / 557,824"/>	<input type="text" value="75/556,659"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

Joni Gok

Name of Person Signing

Joni Gok

Signature

4-27-99

Date Signed

EXHIBIT A
COPYRIGHTS

1. REGISTERED: List titles below or indicate "None"

Portal Information Network

Infranet 5.4

TXu-813307 (Registered 9/3/97)

2. UNREGISTERED: List titles below or indicate "None"

None

3. APPLICATIONS IN PROCESS: List titles, applicable dates, application numbers, etc. below or indicate "None"

Infranet 5.5

EXHIBIT A

371118 v2/SF
7yc%021.DOC
040799

TRADEMARK
REEL: 1895 FRAME: 0597

EXHIBIT B**U.S. PATENTS AND PATENT APPLICATIONS**

(List titles below or indicate "None")

PATENT NO.	PENDING APPLICATION NO.	TITLE	ISSUE DATE	FILING DATE
	08/856,375	METHOD AND APPARATUS FOR OBJECT ORIENTED STORAGE AND RETRIEVAL OF DATA FROM A RELATIONAL DATABASE		05/14/97
	08/856,313	METHOD AND APPARATUS FOR TRACKING MULTIPLE PAYMENT RESOURCES AND CHARGING TRANSACTIONS TO PAYMENT RESOURCES IN AN ON		05/14/97
	08/856,372	METHOD AND APPARATUS FOR PROVIDING A CLEAN ACCOUNTING CLOSE FOR A REAL-TIME BILLING SYSTEM		05/14/97
	PCT/US98/10116	METHOD AND APPARATUS FOR OBJECT ORIENTED STORAGE AND RETRIEVAL OF DATA FROM A RELATIONAL DATABASE		05/13/98

EXHIBIT B371118 v2/SF
7yc%02!.DOC
040799**TRADEMARK**
REEL: 1895 FRAME: 0598

EXHIBIT C

U.S. TRADEMARKS AND TRADEMARK APPLICATIONS

(List marks below or indicate "None")

REGISTRATION NO.	PENDING APPLICATION NO.	MARK	REGISTRATION DATE	FILING DATE
2,141,992		INFRANET	03/10/98	
	75/556,660	INFRANET EXPRESS	09/22/98	
	75/556,661	INFRANET IPT	09/22/98	
1,604,063		PORTAL	06/26/90	
	75/557,823	PORTAL	09/22/98	
	75/557,824	PORTAL and Design	09/22/98	
	75/556,659	REAL TIME NO LIMITS	09/22/98	

UNREGISTERED TRADEMARKS: List marks below or indicate "None."

None

EXHIBIT C

**COLLATERAL ASSIGNMENT, PATENT MORTGAGE
AND SECURITY AGREEMENT
(PROCEEDS)**

THIS COLLATERAL ASSIGNMENT, PATENT MORTGAGE AND SECURITY AGREEMENT is made as of April 15, 1999 ("*Security Agreement*"), by and between PORTAL SOFTWARE, INC., a California corporation ("*Debtor*"), and IMPERIAL BANK ("*Bank*").

RECITALS

A. Bank has agreed to lend to Debtor certain funds (the "*Loans*"), and Debtor desires to borrow such funds from Bank pursuant to the terms of a certain Loan Agreement dated of even date herewith (as the same may be modified, amended, supplemented, restated or superceded from time to time, the "*Loan Agreement*"). Terms not defined herein shall have the meanings ascribed to them in that certain General Security Agreement dated of even date herewith (as the same may be modified, amended, supplemented, restated or superceded from time to time, the "*General Security Agreement*"), executed by Debtor in favor of Bank.

B. In order to induce Bank to make the Loans, Debtor has agreed to grant a security interest in certain intangible property to Bank for purposes of securing the obligations of Debtor to Bank.

NOW, THEREFORE, the parties hereto agree as follows:

1. **COLLATERAL ASSIGNMENT, PATENT MORTGAGE AND GRANT OF SECURITY INTEREST.** As collateral security for the prompt and complete payment and performance of all of Debtor's present or future indebtedness, obligations and liabilities to Bank, including, without limitation, such indebtedness, obligations and liabilities under the Loan Agreement and the other documents executed in connection therewith (as the same may be modified, amended, supplemented, restated or superceded from time to time, collectively, the "*Loan Documents*"), Debtor hereby grants a security interest and mortgage to Bank, as security, in and to all Proceeds (the "*Collateral*") of Debtor's entire right, title and interest in, to and under the following, now or hereafter existing, created, acquired or held by Debtor (the "*Contingent Collateral*"):

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, including, without limitation, those set forth on **Exhibit A** attached hereto and incorporated herein by this reference (collectively, the "*Copyrights*");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products;

(c) Any and all design rights which may be available to Debtor;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including, without limitation, those set forth on **Exhibit B** attached hereto and incorporated herein by this reference (collectively, the "*Patents*");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Debtor connected with and symbolized by such trademarks, including, without limitation, those set forth on Exhibit C attached hereto and incorporated herein by this reference (collectively, the "Trademarks");

(f) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks (collectively, the "Intellectual Property"), and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, renewals and extensions of any of the Intellectual Property;

(i) All proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing; and

(j) If any state or federal court (including a bankruptcy court) holds that a security interest in the Contingent Collateral is necessary for the Bank to have a security interest in the above-described Proceeds, the Collateral shall also include the Contingent Collateral.

As used herein, "Proceeds" shall mean "proceeds," as such term is defined in Section 9-306(1) of the UCC and, in any event, shall include, without limitation, (a) any and all accounts, chattel paper, and instruments (as such terms are defined in the UCC), cash, income, royalties, or other proceeds payable to Debtor from time to time in respect of the Collateral or Debtor's Intellectual Property, (b) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to Debtor from time to time with respect to any of the Collateral or Debtor's Intellectual Property, (c) any and all payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral or Debtor's Intellectual Property by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority), (d) any claim of Debtor against third parties (i) for past, present or future infringement of any Patent or Patent license, (ii) for past, present or future infringement of any Copyright or Copyright license, (iii) for past, present or future infringement, dilution or misappropriation of any Trademark or Trademark license or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license, (e) all certificates, dividends, cash, instruments (as such term is defined in the UCC) and other property received or distributed in respect of or in exchange for any investment property (as such term is defined in the UCC) and (f) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral, Debtor's Intellectual Property or any Contract.

THE INTEREST IN THE COLLATERAL BEING ASSIGNED HEREUNDER SHALL NOT BE CONSTRUED AS A CURRENT ASSIGNMENT, BUT AS A CONTINGENT ASSIGNMENT TO SECURE ALL OF DEBTOR'S PRESENT OR FUTURE INDEBTEDNESS, OBLIGATIONS AND LIABILITIES TO BANK, INCLUDING, WITHOUT LIMITATION, SUCH INDEBTEDNESS, OBLIGATIONS AND LIABILITIES UNDER THE LOAN AGREEMENT AND THE OTHER LOAN DOCUMENTS.

Notwithstanding the foregoing provisions of this Section 1, the grant of a security interest as provided herein shall not extend to, and the term "Collateral" shall not include, any Proceeds or Contingent Collateral of Debtor (whether owned or held as licensee or lessee, or otherwise), to the extent

that (i) such Proceeds or Contingent Collateral are not assignable or capable of being encumbered as a matter of law or under the terms of the license, lease or other agreement applicable thereto (but solely to the extent that any such restriction shall be enforceable under applicable law), without the consent of the licensor or lessor thereof or other applicable party thereto and (ii) such consent has not been obtained; *provided, however*, that the foregoing grant of security interest shall extend to, and the term "Collateral" shall include, (A) any and all proceeds of any Proceeds or Contingent Collateral which are otherwise excluded to the extent that the assignment or encumbrance of such proceeds is not so restricted, and (B) upon obtaining the consent of any such licensor, lessor or other applicable party's consent with respect to any such otherwise excluded Proceeds or Contingent Collateral, such Proceeds or Contingent Collateral as well as any and all proceeds thereof that might have theretofore have been excluded from such a grant of a security interest and the term "Collateral." Debtor agrees to use commercially reasonable efforts to obtain the consent of the licensor, lessor or other applicable party to grant Bank a security interest in the Proceeds, the Contingent Collateral, and/or proceeds of the Proceeds and/or the Contingent Collateral.

Notwithstanding anything to the contrary herein or in the other Loan Documents the security interest and other rights of Bank hereunder and thereunder in the Proceeds and the Contingent Collateral shall be subject to the interests of licensees or lessees of the Contingent Collateral in the ordinary course of business whenever arising. Without limiting the generality of the foregoing any exercise of the remedies of Bank with respect to the Contingent Collateral (including any disposal thereof) shall be subject to the rights and interests of the licensees or lessees of the Contingent Collateral in the ordinary course of business, which rights and interests in the Contingent Collateral shall continue in full force and effect notwithstanding such disposal or other exercise of remedies.

2. AUTHORIZATION AND REQUEST. Debtor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this security interest.

3. COVENANTS AND WARRANTIES. Debtor represents, warrants, covenants and agrees as follows:

(a) Debtor is now the sole owner of the Collateral, except for nonexclusive licenses and leases granted in the ordinary course of business;

(b) As at the date of this Security Agreement, performance of this Security Agreement does not conflict with or result in a breach of any agreement to which Debtor is a party or by which Debtor is bound;

(c) During the term of this Security Agreement, Debtor will not sell, transfer, assign or otherwise encumber any interest in the Collateral, except as permitted or contemplated by the Loan Documents;

(d) To its knowledge, each of the Patents is valid and enforceable, and there is no Intellectual Property which has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property violates the rights of any third party;

(e) To the extent necessary to protect Bank's interest in the Collateral, Debtor shall (i) protect, defend and maintain the validity and enforceability of the Intellectual Property which is material to Debtor's business, (ii) use its best efforts to detect infringements of any Intellectual Property which is material to Debtor's business and promptly advise Bank in writing of material infringements detected and (iii) not allow any Intellectual Property which is material to Debtor's business to be abandoned, forfeited or dedicated to the public without the written consent of Bank, which shall not be unreasonably withheld, unless Debtor determines that reasonable business practices suggest that

abandonment is appropriate. Nothing in this Section shall require Debtor to take action in respect of any Intellectual Property licensed to Debtor in violation of the relevant license to Debtor;

(f) Debtor shall promptly and in any event within sixty (60) days register any Intellectual Property owned by Debtor relating to any material product or material version of a product for which additional registration is necessary or commercially desirable, if not so already registered, as Bank may reasonably request from time to time based on its review of the Quarterly Report (as hereinafter defined) and shall use its commercially reasonable efforts to register its interest in any Intellectual Property not owned by Debtor and shall, from time to time, execute and file such other instruments, and take such further actions as Bank may reasonably request from time to time to perfect or continue the perfection of Bank's interest in such Collateral;

(g) This Security Agreement creates, and in the case of after acquired Collateral, this Security Agreement will create at the time Debtor first has rights in such after acquired Collateral, in favor of Bank a valid and perfected first priority security interest in the Collateral in the United States securing the payment and performance of all present or future indebtedness, obligations and liabilities of Debtor to Bank under the Loan Agreement and the other Loan Documents, upon making the filings referred to in Section 3(h) below, subject only to Permitted Liens (as defined in the Loan Agreement);

(h) To its knowledge, except for, and upon, the filings with, as applicable, (1) the United States Patent and Trademark Office, (2) the Register of Copyrights and (3) the UCC Division of the California Secretary of State, necessary to perfect the security interests created hereunder, and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any United States governmental authority or United States regulatory body is required either (i) for the grant by Debtor of the security interest granted hereby or for the execution, delivery or performance of this Security Agreement by Debtor in the United States or (ii) for the perfection in the United States or the exercise by Bank of its rights and remedies hereunder; and

(i) Debtor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Debtor's rights and interests in any property included within the definition of the Collateral acquired under such contracts or otherwise materially adversely affect Bank's right hereunder, except that certain license agreements in which Debtor is the licensee may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts.

4. **INSPECTION RIGHTS.** Debtor hereby grants to Bank and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Debtor, any of Debtor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Intellectual Property, and to inspect the products and quality control records relating thereto upon reasonable written notice to Debtor and as often as may be reasonably requested.

5. **FURTHER ASSURANCES; ATTORNEY IN FACT.**

(a) On a quarterly basis, Debtor agrees to deliver to Bank a report, in form acceptable to Bank and certified by an officer of Debtor, which lists all Intellectual Property that is material to the operation of Debtor's business on an on-going basis, and in which Bank does not already have a perfected security interest (the "*Quarterly Report*") provided, however, Debtor may provide a general description of the Copyrights by type. Based upon review of the Quarterly Report, Bank shall, in its reasonable discretion, identify which Intellectual Property it deems material to the operation of Debtor's business on an on-going basis or the value of the Collateral.

(b) On a continuing basis, Debtor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be necessary or advisable, or as reasonably requested by Bank, to perfect Bank's security interest in the Collateral, and otherwise to carry out the intent and purposes of this Security Agreement, or for assuring and confirming to Bank the grant or perfection of a security interest in all Collateral.

(c) Debtor hereby irrevocably appoints Bank as Debtor's attorney-in-fact, with full authority in the place and stead of Debtor and in the name of Debtor, from time to time in Bank's discretion, to take any action and to execute any instrument which Bank may reasonably deem necessary or advisable including (i) to modify, in its reasonable discretion, this Security Agreement without first obtaining Debtor's approval of or signature to such modification by amending **Exhibit A, Exhibit B or Exhibit C** hereof, as appropriate, to include reference to any material right, title or interest in any Intellectual Property acquired by Debtor after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property in which Debtor no longer has or claims any right, title or interest, (ii) to file, in its reasonable discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Debtor where permitted by law and (iii) after the occurrence and during the continuance of an Event of Default, to transfer the Collateral into the name of Bank or a third party to the extent permitted under the UCC, or otherwise to carry out the intent and purpose of this Agreement.

6. EVENTS OF DEFAULT. The occurrence of any of the following shall constitute an "*Event of Default*" under this Security Agreement:

(a) An Event of Default occurs under the Loan Agreement or any of the other Loan Documents; or

(b) Debtor breaches any warranty or agreement in any material respect made by Debtor in this Security Agreement and, as to any breach that is capable of cure, Debtor fails to cure such breach within thirty (30) days of the occurrence of such breach if notice thereof has been given to Debtor.

7. REMEDIES. Upon the occurrence and during the continuance of an Event of Default, Bank shall have the right to exercise all the remedies of a secured party under the UCC, including, without limitation, the right to require Debtor to assemble the Collateral and any tangible property in which Bank has a security interest and to make it available to Bank at a place designated by Bank. Bank shall have a nonexclusive, royalty free license or other right, solely pursuant to the provisions of this **Section 7** and for the purpose of realizing upon the Collateral, to use, without charge, the Intellectual Property and any property of a similar nature as it pertains to the Collateral, to the extent reasonably necessary to permit Bank to exercise its rights and remedies with respect to the Collateral and the Contingent Collateral (if applicable) pursuant to this **Section 7**, including, without limitation, the completion of production, advertising for sale and the sale of any Collateral or Contingent Collateral (if applicable). Debtor will pay any expenses (including reasonable attorneys' fees) incurred by Bank in connection with the exercise of any of Bank's rights hereunder, including, without limitation, any expense incurred in disposing of the Collateral or the Contingent Collateral (if applicable). All of Bank's rights and remedies with respect to the Collateral and the Contingent Collateral (if applicable) shall be cumulative.

8. INDEMNITY. Debtor agrees to defend, indemnify and hold harmless Bank and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Security Agreement

and (b) all losses or expenses in any way suffered, incurred, or paid by Bank as a result of or in any way arising out of, following or consequential to transactions between Bank and Debtor, whether under this Security Agreement (including, without limitation, reasonable attorneys' fees and reasonable expenses), except for losses arising from or out of Bank's gross negligence or willful misconduct.

9. REASSIGNMENT. At such time as Debtor shall completely satisfy all of the obligations (except inchoate obligations) secured hereunder, Bank shall execute and deliver to Debtor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Debtor full title to the property assigned hereunder, subject to any disposition thereof which may have been made by Bank in accordance herewith.

10. NO FAILURE OR DELAY. No failure or delay on the part of Bank, in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof.

11. ATTORNEYS' FEES. If any action relating to this Security Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

12. AMENDMENTS. This Security Agreement may be amended only by a written instrument signed by both parties hereto.

13. COUNTERPARTS. This Security Agreement may be executed in any number of counterparts, each of which when so delivered shall be deemed an original, but all such counterparts shall constitute but one and the same instrument. Each such Security Agreement shall become effective upon the execution of a counterpart hereof or thereof by each of the parties hereto and telephonic notification that such executed counterparts has been received by Debtor and Bank.

14. JUDICIAL REFERENCE. The terms and provisions of Section 15(B) of the Loan Agreement are incorporated herein by this reference and made a part hereof.

15. GOVERNING LAW; JURISDICTION; JURY WAIVER. This Security Agreement shall be governed by, and construed in accordance with, the internal laws of the State of California, without regard to principles of conflicts of law. Debtor and Bank consent to the exclusive jurisdiction of any state or federal court located in Santa Clara County, California. **DEBTOR AND BANK EACH WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS SECURITY AGREEMENT AND ANY OTHER LOAN DOCUMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS.**

16. CONFLICT. In the event of a conflict between any term and/or provision contained in this Security Agreement with any term and/or provision contained in the General Security Agreement, the term and/or provision of this Security Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement on the day and year first above written.

BANK:

IMPERIAL BANK

By: 
Sunita R. Patel
Assistant Vice President

Address of Bank

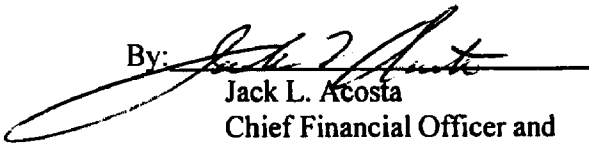
226 Airport Parkway
San Jose, California 95110

with a copy to:


2460 Sand Hill Road, Suite 102
Menlo Park, California 94025
Attention: Sunita R. Patel

BORROWER:

PORTAL SOFTWARE, Inc.,
a California corporation

By: 
Jack L. Acosta
Chief Financial Officer and
Vice President-Finance

Address of Debtor

 ~~20883~~
~~20863~~ Stevens Creek Blvd., Suite 200
Cupertino, California 95014
Attention: Dan Chaffer