

05-24-1999

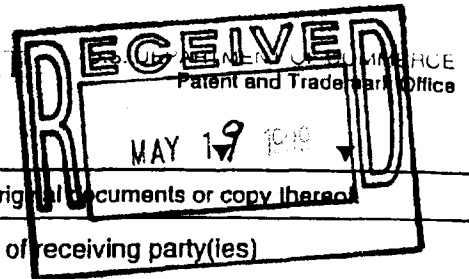
OMB No. 0651-0011



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To the Honorable _____ 101043913

ON FORM COVER SHEET
EMARKS ONLY



Remarks: Please record the attached original documents or copy thereon

1. Name of conveying party(ies):

PLUMTREE SOFTWARE INC.

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

5-19-99

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

3. Nature of conveyance:

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

Execution Date: 4/2/99

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)

75-418,680

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: SILICON VALLEY BANK
 Internal Address: ATTN: LOAN DOC GROUP
 NC # 816
 Street Address: 3003 TASMAN DRIVE

05/21/1999 MTHA11 00000250 75418680
 City: SANTA CLARA State: CA ZIP: 95054
 01 FCY481

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41).....\$ 40
 Enclosed Check # 7935
 Authorized to be charged to deposit account

8. Deposit account number: 40E

(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.

Jacquelyn Le
Name of Person Signing

Signature

5/13/99
Date

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

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 2, 1999, is between SILICON VALLEY BANK ("Bank") and PLUMTREE SOFTWARE, 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 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.

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TRADEMARK
REEL: 001900 FRAME: 0165

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.

GRANTOR:

PLUMTREE SOFTWARE, INC.

By: John Kung
Title: CEO

By: [Signature]
Title: CEO

Address for Notices:

Attn: ~~Chief Financial Officer~~ Chief Executive Officer
235 Pine Street, 16th Floor 615 Battery St, 2nd Floor
San Francisco, CA 94104 San Francisco, CA 94111
TEL: (415) ___-___
FAX: (415) ___-___

BANK:

SILICON VALLEY BANK

By: _____
Title: _____

Address for Notices:

Attn: John China
3003 Tasman Drive
Santa Clara, CA 95054
TEL: (408) 654-1057
FAX: (408) 748-9478

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>
PLUMTREE	Serial No. 75-418,680	Filed 1/15/98