

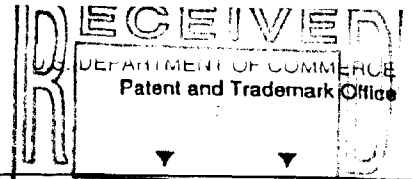
REC OF
S. 26. 99 T

06-02-1999



101053053

EEF



Tab settings

To the Honorable Commissioner of Patents

and attached original documents or copy thereof.

1. Name of conveying party(ies):

CENTRIC SOFTWARE, INC.

- 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: 4/30/99

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)

75/559,764
75/559,763

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
 City: SANTA CLARA State: CA ZIP: 95054

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65
 Enclosed Check no 7958
 Authorized to be charged to deposit account

8. Deposit account number:

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

06/01/1999 DNGUYEN 00000036 75559764

DO NOT USE THIS SPACE

01 FC:481
02 FC:482

40.00 DP
25.00 DP

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.

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK

REEL: 001904 FRAME: 0910

April 30 075

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 6, 1999, is between SILICON VALLEY BANK ("Bank") and CENTRIC 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.

SF-W:\WORDPROC\IS4128\0024\004JAG.WPD

TRADEMARK
REEL: 001904 FRAME: 0911

EXHIBIT B

Patents

<u>Description</u>	<u>Application/Registration Number</u>	<u>Application/Registration Date</u>
---------------------------	---	---

Presently None.

Centric will consider filing for patents for Pivotal upon completion.

C:\WRPORT\BLPALIB\B2VM4\1105610.1

EXHIBIT C

Trademarks

<u>Trademark Description</u>	<u>Country</u>	<u>Serial No.</u>	<u>Reg. No.</u>	<u>Status</u>
CENTRIC SOFTWARE	USA	75/559,764		FILED
PIVOTAL	USA	75/559,763		FILED

EXHIBIT A

Copyrights

Description	Application/Registration Number	Application/Registration Date
--------------------	--	--

Centric will be releasing the Pivotal product family in June and will register the copyright as soon as the product is frozen for the 1.0 release.

REGISTERED COPYRIGHTS

U.S. Copyrights:

<u>TITLE OF WORK/YEAR OF CREATION</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF ISSUANCE</u>
Easy T version 3.2 DCR 1996	TX4-232-061	April 22, 1996
EasyScene version 3.0 DCR 1996	TX4-232-059	April 22, 1996
DWB version 2.0	TX3-537-128 (Previous registration of TX4-232-060)	1993
Designer's WorkBench version 3.0	TX4-232-060	April 22, 1996