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JUN 1 1999
Atty Docket No. 33732189909

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Witness Systems, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: April 22, 1999

2. Name and address of receiving party(ies)

Name: **Silicon Valley Bank**

Internal Address: East Tower, Suite 312

Street Address: 3343 Peachtree Road, N.E.

City Atlanta State: GA Zip: 30326

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State of _____ of _____
- Other 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 names(s) & address(es) attached? Yes No

4. Application numbers(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No. (s)

2,054,641 and 2,186,975

Additional numbers attached? Yes No

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

Name: John S. Pratt, Esq.
 Internal Address: Kilpatrick Stockton LLP
Suite 2800
 Street Address: 1100 Peachtree Street
 City: Atlanta State: GA Zip 30309-4530

6. Total number of applications and marks involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

Enclosed The Commissioner is authorized to charge any deficiency in the required fee or credit any over payment to Deposit Account No. 11-0860.

Authorized to be charged to deposit account

8. Deposit account number:

11-0860

(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.

Marsha T. Shulman
Name of Person Signing

Marsha T. Shulman
Signature

May 27, 1999
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
Washington, D.C. 20231

06/02/1999 DNGUYEN 0000201205

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 22, 1999 by and between **SILICON VALLEY BANK** ("**Bank**") and **WITNESS SYSTEMS, INC.**, a Delaware corporation ("**Grantor**").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "**Bridge Loan**") in the amounts and manner set forth in that certain Bridge 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 "**Bridge Loan Agreement**"; capitalized terms used herein are used as defined in the Bridge Loan Agreement). Bank is willing to make the Bridge Loan to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Bridge Loan Agreement.

B. Pursuant to the terms of the Bridge 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 Bridge Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Bridge 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, Trademarks and Mask Works listed on Schedules A, B, C, and D 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 Bridge 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 Bridge 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 Bridge 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 Bridge 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 cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

WITNESS SYSTEMS, INC.

Address of Grantor:

1105 Sanctuary Parkway
Suite 210
Alpharetta, Georgia 30004
Attn: Mr. Craig S. Richards


By: 
Title: President & CEO

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
METHOD AND APPARATUS FOR SIMULTANEOUS MONITORING COMPUTER USER SCREEN AND TELEPHONE ACTIVITY FROM A REMOTE LOCATION	#5,790,798	Issued August 4, 1998
METHOD AND APPARATUS FOR SIMULTANEOUS MONITORING COMPUTER USER SCREEN AND TELEPHONE ACTIVITY FROM A REMOTE LOCATION	Application # 09/041,460	Application Grant Date: March 12, 1998

EXHIBIT C

Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
"WITNESS"	#2,054,641	Registered: April 12, 1997
"RANDOM-MIZER"	#2,186,975	Registered: September 1, 1998

EXHIBIT D

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Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE