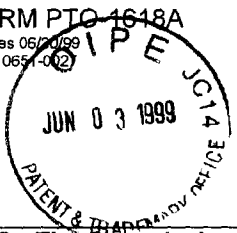


06-07-1999



RECOR

101056462

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies)

Submission Type

- New 6.3.99
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

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

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
May 20, 1999

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/AK/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

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

06/07/1999 NTHAI1 00000007 232415 75286190

FOR OFFICE USE ONLY

Q1 FC:481 40.00 CH
Q2 FC:482 175.00 CH

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: 001907 FRAME: 0589

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

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="75/286,190"/>	<input type="text" value="75/207,591"/>	<input type="text" value="75/207,589"/>	<input type="text" value="2,133,249"/>	<input type="text" value="2,197,759"/>	<input type="text"/>
<input type="text" value="75/329,619"/>	<input type="text" value="75/660,112"/>	<input type="text" value="75/286,615"/>	<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:
Deposit Account

Enclosed 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.

Andrew J. Hirsch
Name of Person Signing


Signature

June 1, 1999
Date Signed

GRANT OF SECURITY INTEREST

PATENTS AND TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of May 20, 1999 by PACKETEER INC., a Delaware corporation ("Borrower"), in favor of MMC/GATX PARTNERSHIP NO. I, ("Lender"), as Lender pursuant to that certain Loan and Security Agreement ("Loan Agreement"), dated as of the date hereof, among Borrower and the Lender.

A. Pursuant to a Loan and Security Agreement, dated as of May 20, 1999 among Borrower and Lender, Lender has agreed to extend certain credit facilities to Borrower upon the terms and subject to the conditions set forth therein.

B. Borrower has adopted, used and is using, or has a bona fide intent to use the patents and trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof, which patents and trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Patents and Trademarks");

C. Pursuant to the Loan Agreement, Borrower has granted to Lender a security interest in all of Borrower's right, title and interest in and to all contract rights and general intangibles, including Intellectual Property, now owned or hereafter acquired, including, without limitation, goodwill, license agreements, franchise agreements, blueprints, drawings, purchase orders, customer lists, route lists, infringements, claims, computer programs, computer disks, computer tapes, literature, reports, catalogs, design rights, income tax refunds, payments of insurance and rights to payment of any kind (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Loan Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby further grant to Lender a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Borrower does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Lender's address is:

MMC/GATX PARTNERSHIP NO. I
c/o GATX Capital Corporation
Four Embarcadero Center, Suite 2200
San Francisco, California 94111

IN WITNESS WHEREOF, Borrower has caused this instrument to be executed as of the day and year first above written.

PACKETEER INC.

By: David C. Yntema

Name: David Yntema

Title: Chief Financial Officer and Secretary

SCHEDULE 1A

TO GRANT OF SECURITY INTEREST

TRADEMARKS

APPLICATION NUMBER	APPLICATION DATE	REGISTRATION NUMBER	REGISTRATION DATE
75/286,190	05/05/97	2,133,249	01/27/98
75/207,589	12/03/96	2,197,759	10/20/98
75/207,591	12/03/96		
75/286,615	05/05/97		
75/329,619	07/23/97		
75/600,112	03/15/99		

SCHEDULE 1B

TO GRANT OF SECURITY INTEREST

PATENTS

SERIAL NUMBER	FILING DATE	PATENT NUMBER	ISSUE DATE
97/19630	10/24/97	5802106	09/01/98
08/742994	11/01/96		
97/19998	10/24/97		
08/970693	11/14/97		
97/22550	12/08/97		
08/977376	11/24/97		
08/977642	11/24/97		
98/13408	06/30/98		
98/106924	06/29/98		
98/25696	12/04/98		
98/206772	12/07/98		
98/198051	11/23/98		
98/25018	11/23/98		
09/198090	11/23/98		
99/02984	02/11/99		
09/046776	03/13/98		