

7-16-99

FORM PTO-1594
(Rev 5-93)

07-20-1999



101091300

NET U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commis

ached original documents or copy thereof.

1. Name of conveying party(ies):

ARIBA, INC.

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State: DELAWARE

Other:

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

3. Nature of Conveyance:

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

Execution Date: May 28, 1999

Class of receiving party(ies):

Name: COMERICA BANK-CALIFORNIA
Address: 55 ALMADEN BLVD., SECOND FLOOR
City: SAN JOSE State: CA Zip: 95113

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State:

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 [x] No

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s)

- 75/385,990
- 75/282,661
- 75/245,039
- 75/289,320
- 75/280,967
- 75/232,471

B. Trademark Registration No.(s)

- 2,202,102
- 2,204,416

Additional numbers attached? [] Yes [X] No

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

Name: Erin O'Brien
Internal Address: GRAY CARY WARE & FREIDENRICH
401 B Street, Suite 1700
San Diego, California 92101-4297

6 Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41) \$ 215.00

- Enclosed
- Authorized to be charged to deposit account

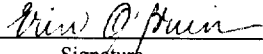
8. Deposit account number: 07-1907

(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.

Erin O'Brien  July 15, 1999
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: [9]

Mail Documents to be recorded with required cover sheet information to:
U.S. Patent and Trademark Office, Office of Public Records
1213 Jefferson Davis Highway, 3rd Floor
Arlington, VA 22202

07/19/1999 DNGUYEN 00000064 071907 2202102

01 FC:481 40.00 CH
02 FC:482 175.00 CH

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TRADEMARK
REEL: 001929 FRAME: 0156

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 28, 1999 by and between Comerica Bank-California ("Bank") and Ariba, Inc., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain other 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 (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, Grantor agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and other obligations owing to Bank from time to time, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under certain property (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 (the "Intellectual Property Collateral").

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.

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.

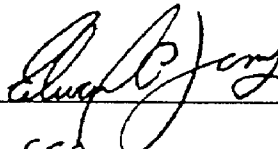
GRANTOR:

ADDRESS OF GRANTOR:

1314 Chesapeake Terrace
Sunnyvale, CA 94089

Attn: Edward P. Kinsey

ARIBA, INC.

By: 

Title: CFO


BANK:

ADDRESS OF BANK:

55 Almaden Blvd., Second Floor
San Jose, CA 95113

Attn: Mary Beth Suhr

COMERICA BANK-CALIFORNIA

By: 

Title: Vice President

EXHIBIT A

Copyrights

NONE

EXHIBIT B

Patents

NONE

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
(Design Only)	75/385,990	
(ORM)	75/289,320	May 9, 1997
(Walk-Up UI)	75/282,661	April 25, 1997
(ORMS)	75/280,967	April 25, 1997
Ariba and (Design)	2,202,102	November 3, 1998
Ariba and (Design)	75/245,039	February 21, 1997
Ariba	75/232,471	January 28, 1997
Ariba	2,204,416	November 17, 1998