

09-09-1999



FORM PTO-1594  
(Rev 5-93)

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9-8-99

101138778

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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

<p>1. Name of conveying party(ies): PORTERA SYSTEMS</p> <p>Individual(s) citizenship:  Association: General Partnership: Limited Partnership: Corporation - State: CALIFORNIA Other:</p> <p>Additional name(s) of conveying party(ies) attached? [ ] Yes [X] No</p> <p>3. Nature of Conveyance:  [ ] Assignment [ ] Merger [X] Security Agreement [ ] Change of Name [ ] Other</p> <p>Execution Date: August 19, 1999</p>	<p>2. Name and address of receiving party(ies): Name: CAROL LASHMAN and MITCH LASHMAN Address: 1764 EDGEWOOD ROAD City: REDWOOD CITY State: CA Zip: 94062</p> <p>Individual(s) citizenship: USA Association: General Partnership: Limited Partnership: Corporation - State: Other:</p> <p>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) &amp; address(es) attached? [ ] Yes [x] No</p>
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<p>4. Application number(s) or trademark number(s): A. Trademark Application No.(s)  See attached sheet</p>	<p>B. Trademark Registration No.(s)  See attached sheet</p> <p style="font-size: 2em; text-align: center;">75699384</p>
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Additional numbers attached? [ X ] Yes [ ] No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:  Name: Erin O'Brien Internal Address: GRAY CARY WARE &amp; FREIDENRICH 401 B Street, Suite 1700 San Diego, California 92101-4297</p>	<p>6 Total number of applications and registrations involved: 19</p> <p>7. Total fee (37 CFR 3.41) . . . . . \$ 490.00 [ ] Enclosed [ X ] Authorized to be charged to deposit account</p> <p>8. Deposit account number: 07-1907</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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09/09/1999 JSHBAZZ 00000025 071907 75699384

01 FC:481 40.00 CH  
02 FC:482 450.00 CH

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 *Erin O'Brien* September 7, 1999  
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: [ 11 ]

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

SD\1304148.1  
1140462-900000

TRADEMARK  
REEL: 001954 FRAME: 0676

EXHIBIT B

## TRADEMARKS

Description	Application/Registration No.	Application/Registration Date
Marketingport	75/699,384	05/07/99
Marketingport	75/699,380	05/07/99
Auditport	75/673,791	04/02/99
Customerport	75/673,787	04/02/99
Accountingport	75/673,784	04/02/99
Accountingport	75/673,569	04/02/99
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Portera (and design)	75/616,796	01/07/99
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Serviceport	75/584,138	11/06/98
Salesport	75/584,137	11/06/98
Serviceport	75/582,834	11/04/98
Salesport	75/561,969	09/18/98
Lifeline to the Mobile Professional	75/540,526	08/21/98
Datapage	75/429,996	02/06/98
Netiva	2,189,725	09/15/98

# SECURITY AGREEMENT

THIS SECURITY AGREEMENT (the "Agreement"), dated as of August 19, 1999 between Portera Systems, a California corporation ("Portera"), having its principal place of business at 1684 Dell Avenue, Campbell, CA 95008 and Carol Lashman and Mitch Lashman (collectively, the "Shareholder"), residing at 1764 Edgewood Road, Redwood City, CA 94062.

WHEREAS, pursuant to the Purchase Agreement dated as of the date hereof (the "Purchase Agreement") among Portera, the Shareholder and ConsultLink, Inc., a California corporation ("ConsultLink"), Portera is making certain installment payments to Shareholder as part of the purchase of the outstanding shares of ConsultLink by Portera from Shareholder; and

WHEREAS, as security for the payment of the installment obligations of Portera to Shareholder, Portera is willing to grant security interests in all of its assets in favor of the Shareholder as herein provided.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions.

(a) "Collateral" has the meaning specified therefor in Section 2(a) hereof.

(b) "Event of Default" has the meaning specified therefor in Section 4 hereof.

(c) "Intellectual Property Collateral" means all the following: all general intangibles including, without limitation, all know-how, license fees, patents and patent applications set forth on Exhibit A attached hereto, trademarks and trademark applications set forth on Exhibit B attached hereto, related goodwill, associated product lines, trade names, maskworks, copyrights and copyright applications set forth on Exhibit C attached hereto, rights to sue and recover for past infringement of patents, trademarks and copyrights, the right to prosecute applications for patents, trademarks and copyrights, all rights corresponding thereto throughout the world, all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, the rights to make, use, advertise and sell, and all other rights with respect to, the inventions disclosed or claimed therein, all inventions, designs, proprietary or technical information, know-how, other data or information, software, databases, all embodiments or fixations thereof and related documentation, registrations, franchises, and all direct and indirect proceeds of any of the foregoing (such as, by way of example, license royalties and proceeds of infringement suits).

(d) "Obligations" means, collectively, the obligation of Portera to make cash payments to Shareholder under the Purchase Agreement.

(e) "Senior Indebtedness" shall mean, the principal of (and premium, if any), unpaid interest on and amounts reimbursable, fees, expenses, costs of enforcement and other amounts due in connection with (i) indebtedness of Company, or with respect to which Company

is a guarantor, to banks, commercial finance lenders, insurance companies, leasing or equipment financing institutions or other lending institutions regularly engaged in the business of lending money (excluding venture capital, investment banking or similar institutions which sometimes engage in lending activities but which are primarily engaged in investments in equity securities), which is for money borrowed, or purchase or leasing of equipment in the case of lease or other equipment financing, by Company, whether or not secured, and (ii) any such indebtedness or any debentures, notes or other evidence of indebtedness issued in exchange for such Senior Indebtedness, or any indebtedness arising from the satisfaction of such Senior Indebtedness by a guarantor.

(f) All capitalized terms defined in the Purchase Agreement and used herein without definitions shall have the respective meanings provided in the Purchase Agreement, and the rules of interpretation set forth in the Purchase Agreement shall govern this Agreement. All terms defined in the Uniform Commercial Code of the State of California and used herein without other direct or indirect definition shall have the same respective definitions herein as specified therein.

## 2. Grant of Security Interest.

(a) Portera hereby grants to the Shareholder, to secure the payment and performance in full of all of the Obligations, a security interest in and so pledges, mortgages and assigns, by way of collateral security, to the Shareholder, all of its right, title and interest in and to all of its properties, assets and rights of Portera, wherever located, whether now owned or hereafter acquired or arising, and all proceeds, products, rents, offspring and profits thereof (all of the same being hereinafter called the "Collateral"), including, without limitation, the following: all personal and fixture property of every kind and nature including, without limitation, all furniture, fixtures, equipment, raw materials, inventory, goods, accounts, contract rights, rights to the payment of money, insurance refund claims and all other insurance claims and proceeds, tort claims, proceeds of fraudulent transfer, preference, or similar claims, pension fund overfunded amounts, chattel paper, documents, instruments (including certificated securities), deposit accounts, investment accounts and all general intangibles including, without limitation, all uncertificated securities, tax refund claims, license fees, patents, trademarks, copyrights and other Intellectual Property Collateral, computer programs, computer software, engineering drawings, service marks, customer lists, and all licenses, permits, agreements of any kind or nature pursuant to which Portera possesses, uses or has authority to possess or use property (whether tangible or intangible) of others or others possess, use or have authority to possess or use property (whether tangible or intangible) of Portera, and all recorded data of any kind or nature, regardless of the medium of recording, including, without limitation, all software, writings, plans, specifications and schematics.

(b) If, before the Obligations shall have been finally paid and satisfied in full, Portera shall obtain any right, title or interest in or to any other or new Intellectual Property Collateral, the provisions of this Agreement shall automatically apply thereto and Portera shall promptly give to the Shareholder notice thereof in writing and execute and deliver to the Shareholder such documents or instruments as the Shareholder may reasonably request to perfect the Shareholder's security interest therein; provided, however, the foregoing shall not include those patents which are held by Portera as licensee, to the extent that such items are not

assignable or capable of being encumbered as a matter of law or under the terms of such license, without the consent of the licensor thereof.

3. Subordination.

(a) The security interest granted herein is hereby expressly subordinated to any security interest or lien that a holder of Senior Indebtedness may have as of the date of this Agreement or in the future in any property of Portera. The Obligations are also subordinated in right of payment to the prior payment in full of all of Company's Senior Indebtedness.

(b) If there shall occur any receivership, insolvency, assignment for the benefit of creditors, bankruptcy, reorganization, or arrangements with creditors (whether or not pursuant to bankruptcy or other insolvency laws), sale of all or substantially all of the assets, dissolution, liquidation, or any other marshaling of the assets and liabilities of Company, no amount shall be paid by Company in respect of the principal of, interest on or other amounts due with respect to the Obligations at the time outstanding unless and until the principal of and interest on the Senior Indebtedness then outstanding shall be paid in full.

(c) Subject to the payment in full of all Senior Indebtedness, the Shareholder's rights shall be subrogated to the rights of the holder(s) of such Senior Indebtedness (to the extent of the payments or distributions made to the holder(s) of such Senior Indebtedness pursuant to the provisions of this Section 3) to receive payments and distributions of assets of Company applicable to the Senior Indebtedness.

4. Events of Default. An Event of Default shall mean the occurrence of one or more of the following events:

(a) Portera shall default in the payment of any amount required to be paid to the Shareholder under the Purchase Agreement within 15 days following the scheduled payment date thereof; or

(b) A proceeding shall have been instituted in a court having jurisdiction in the premises seeking a decree or order for relief in respect of Portera or any subsidiary of Portera in an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or for the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Portera or any subsidiary of Portera or for any substantial part of its property, or for the winding-up or liquidation of its affairs, and such proceeding shall remain undismissed or unstayed and in effect for a period of 60 consecutive days or such court shall enter a decree or order granting the relief sought in such proceeding; or

(c) Portera shall commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, shall consent to the entry of an order for relief in an involuntary case under any such law, or shall consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of Portera or any subsidiary of Portera or for any substantial part of its property, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its

debts as they become due, or shall take any corporate action (other than the seeking of advice of counsel) in furtherance of any of the foregoing.

5. Maintenance of Collateral; Compliance with Law. Portera shall maintain all Collateral in good workable condition, ordinary wear and tear excepted, and will not use the same in violation of any law or any policy of insurance thereon. The Shareholder or its designee may inspect the Collateral at any reasonable time, wherever located. Portera will pay promptly when due all taxes, assessments, governmental charges and levies upon the Collateral or incurred in connection with this Agreement. Portera shall at all times keep the Collateral insured against loss, damage, theft and other risks in commercially reasonable amounts under commercially reasonable policies.

6. Further Assurances. Portera, at its own expense, shall do, make, execute and deliver all such additional and further acts, things, deeds, assurances and instruments as the Shareholder may reasonably require more completely to vest in and assure to the Shareholder its rights hereunder or in any of the Collateral, including, without limitation, (a) executing, delivering and, where appropriate, filing (i) such documents as may be appropriate with the PTO and the Copyright Office and (ii) such financing statements and continuation statements as may be appropriate under the Uniform Commercial Code, and (b) obtaining any and all consents necessary to give effect to the Purchase Agreement. Portera shall not sell, lease, assign or create or permit to exist any lien on or security interest in any Collateral to or in favor of anyone other than Shareholder, expressly excluding any holder of Senior Indebtedness, without Shareholder's prior written consent, which consent shall not be unreasonably withheld.

7. Remedies. If an Event of Default shall have occurred and be continuing, the Shareholder may, upon notice to Portera, declare this Agreement to be in default, and the Shareholder shall thereafter have in any jurisdiction in which enforcement hereof is sought, in addition to all other rights and remedies, the rights and remedies of a secured party under the Uniform Commercial Code.

8. Proceeds of Dispositions; Expenses. Portera shall pay to the Shareholder on demand any and all reasonable expenses, including reasonable attorneys' fees and disbursements, incurred or paid by the Shareholder in protecting, preserving or enforcing the Shareholder's rights under or in respect of any of the Obligations or any of the Collateral. After deducting all of said expenses, the residue of any proceeds of collection or sale of the Obligations or Collateral shall, to the extent actually received in cash, be applied to the payment of the Obligations in full. Upon the final payment and satisfaction in full of all of the Obligations and after making any payments required by Section 9504(1)(c) of the Uniform Commercial Code of the State of California, any excess shall be returned to Portera. However, if applicable, Portera shall remain liable for any deficiency in the payment of the Obligations.

9. Governing Law; Consent to Jurisdiction. This Agreement is intended to be governed by, and construed in accordance with, the laws of the State of California.

10. No Obligation on Shareholder. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE SHAREHOLDER DOES NOT ASSUME ANY LIABILITIES OF PORTERA WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING

PORTERA'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE COLLATERAL, INCLUDING THE PATENTS, OR ANY PRACTICE, USE, LICENSE OR SUBLICENSE THEREOF, OR ANY PRACTICE, MANUFACTURE, USE OR SALE OF ANY OF THE INVENTIONS DISCLOSED OR CLAIMED THEREIN, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY BORNE BY PORTERA.

11. Miscellaneous. The headings of each section of this Agreement are for convenience only and shall not define or limit the provisions thereof. This Agreement and all rights and obligation hereunder shall be binding upon Portera and its respective successors and assigns, and shall inure to the benefit of the Shareholder and its successors and assigns. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. Portera acknowledges receipt of a copy of this Agreement. Shareholder's remedies under this Agreement are cumulative with one another and with any other remedies which Shareholder may have at law, in equity, under the Purchase Agreement or otherwise. The exercise or failure to exercise any remedy, in whole or in part, shall not preclude the exercise of that remedy or any other remedy at any other time, in whole or in part, nor shall any delay on the part of Shareholder in the exercise of any right or remedy operate as a waiver thereof. All notices required hereunder shall be given in accordance with Section 12.2 of the Purchase Agreement.

12. Assignment. Portera may not assign this Agreement or its obligations hereunder without Shareholder's prior written consent, which consent shall not be unreasonably withheld, other than pursuant to a merger or sale of substantially all of its assets.

**[Signatures to Follow]**

IN WITNESS WHEREOF, intending to be legally bound, Portera has caused this Agreement to be duly executed as of the date first above written.

~~PORTERA SYSTEMS~~

By:  \_\_\_\_\_

Printed Name: GARY L. STEELE

Title: CEO

Accepted:

**SHAREHOLDER**



\_\_\_\_\_  
Carol Lashman

\_\_\_\_\_  
Mitch Lashman



IN WITNESS WHEREOF, intending to be legally bound, Portera has caused this Agreement to be duly executed as of the date first above written.

**PORTERA SYSTEMS**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Accepted:

**SHAREHOLDER**

\_\_\_\_\_  
Carol Lashman

  
\_\_\_\_\_  
Mitch Lashman

EXHIBIT A

PATENTS

<u>Description</u>	<u>Registration/Serial Number</u>	<u>Registration/Application Date</u>
Distributed Database System and Method	5,913,029	06/15/99

EXHIBIT B

## TRADEMARKS

Description	Application/Registration No.	Application/Registration Date
Marketingport	75/699,384	05/07/99
Marketingport	75/699,380	05/07/99
Auditport	75/673,791	04/02/99
Customerport	75/673,787	04/02/99
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Portera (and design)	75/616,796	01/07/99
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Serviceport	75/584,138	11/06/98
Salesport	75/584,137	11/06/98
Serviceport	75/582,834	11/04/98
Salesport	75/561,969	09/18/98
Lifeline to the Mobile Professional	75/540,526	08/21/98
Datapage	75/429,996	02/06/98
Netiva	2,189,725	09/15/98

EXHIBIT C

COPYRIGHTS

None.

EXHIBIT B

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Our File No:  
1140462-900000

September 7, 1999

## VIA FEDEX

U.S. Patent and Trademark Office  
Office of Public Records  
1213 Jefferson Davis Highway, 3rd Floor  
Arlington, VA 22202

Re: Grantor: Portera Systems  
Secured Party: Carol Lashman and Mitch Lashman

Dear Sir or Ms.:


Enclosed please find the following documents:

1. Recordation Form Cover Sheet for Trademarks only;
2. Security Agreement between Portera Systems and Carol Lashman and Mitch Lashman; and
3. A self-addressed postage paid postcard for your use to indicate receipt of the enclosed documents.

Please record these documents and debit this firm's Deposit Account No. 07-1907 for the required recordation fees. Once the security interest has been recorded, please return the original Notice of Recordation to me at the above-listed address.

Sincerely,

GRAY CARY WARE & FREIDENRICH LLP



Erin O'Brien, Paralegal

Enclosures

cc: Julie Haniger, Esq. (w/o enclosures)

SILICON VALLEY

SAN DIEGO

SAN FRANCISCO

AUSTIN

LA JOLLA

IMPERIAL VALLEY

MEXICO

SD\1304153.1  
1140462-900000

RECORDED: 09/08/1999

TRADEMARK  
REEL: 001954 FRAME: 0689