

RECU

09-22-1999



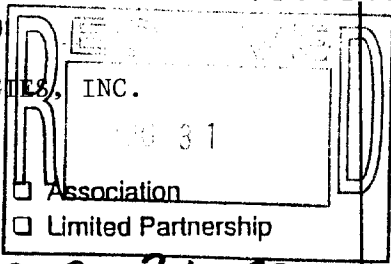
Tab settings

To the Honorable Commissioner of Patent

101151799

Send original documents or copy thereof.

1. Name of conveying party(ies)  
 NETMIND TECHNOLOGIES, INC.  
 Individual(s)  
 General Partnership  
 Corporation-State  
 Other  
 Additional name(s) of conveying party(ies) attached?  Yes  No



MFO 8-31-99

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

3. Nature of conveyance:  
 Assignment  
 Security Agreement  
 Other  
 Merger  
 Change of Name

Execution Date: June 11, 1999

4. Application number(s) or patent number(s):  
 A. Trademark Application No.(s)  
 75-529,511  
 Additional numbers attached?  Yes  No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:  
 SILICON VALLEY BANK  
 Name:  
 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: 1  
 7. Total fee (37 CFR 3.41).....\$ 40 -  
 Enclosed # 80804  
 Authorized to be charged to deposit account  
 8. Deposit account number:  
 (Attach duplicate copy of this page if paying by deposit account)

09/21/1999 DNGUYEN 00000427 75529511  
01 FC:481 40.00 DP 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.  
 Name of Person Signing: Jacquelyn Le  
 Signature: [Signature]  
 Date: 8/9/99  
 Total number of pages including cover sheet, attachments, and document: 6

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 11, 1999 by and between SILICON VALLEY BANK ("Bank") and NETMIND TECHNOLOGIES, 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, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby agrees as follows:

### AGREEMENT

To secure its Obligations to Bank 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.

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.

Address of Grantor:

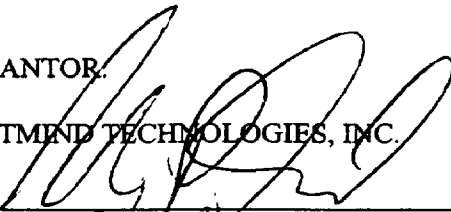
1885 South Winchester Blvd. 1st Floor  
Campbell, CA 95008  
Attn: Chief Financial Officer

GRANTOR:

NETMIND TECHNOLOGIES, INC.

By:

Title:

  
President and CEO

Address of Bank:

3003 Tasman Drive  
Santa Clara, CA 95054  
Attn: Scott Wiebe

BANK:

SILICON VALLEY BANK

By:

Title:

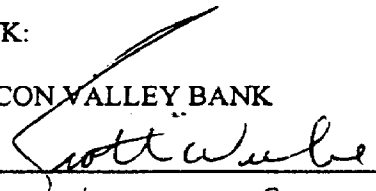
  
VICE PRESIDENT

EXHIBIT A

Copyrights

Description

Registration/  
Application Number

Registration/  
Application Date

Not Applicable

EXHIBIT B

Patents

Description

Registration/  
Application Number

Registration/  
Application Date

Change-Detection Tool Indicating degree and location of change of internet documents by comparison of cyclic-redundancy-check (CRC) signatures

Patent No.  
5,898,836

Date of Patent:  
April 27, 1999

Pending Applications:

App. No.

Date of Application:

A Spreadsheet User-Interface for an Internet-Document Change-Detection Tool

08/823,761

March 25, 1997

Distributed-Client Change-Detection Tool With Change Detection Augmented by Multiple Clients

08/846,966

July 18, 1997

Unique-Change Detection of Dynamic Web Pages Using History Tables of Signatures

09/081,991

May 20, 1998

EXHIBIT C

Trademarks

Description

Registration/  
Application Number

Registration/  
Application Date

Searches in Process:

WetMind Technologies

Mind-it

75-529-511

8/3/98

Enterprise Minder

Change Detection Technology

PA1913040.2  
1190989-900000

RECORDED: 08/31/1999

TRADEMARK  
REEL: 001961 FRAME: 0580