

10-05-1999

9-28-99

FORM PTO-1-31-92

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HEET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

101161712

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

1. Name of conveying party(ies):
Digital Archaeology Corporation

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State **Kansas**
 Other

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

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

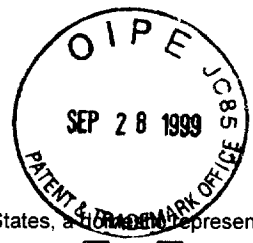
Execution Date: **7/16/99**

2. Name and address of receiving party(ies):
Name: **Silicon Valley Bank**
Internal Address: **Loan Documentation HG150**
Street Address: **3003 Tasman Drive**
City: **Santa Clara** State: **Ca** ZIP: **95054**

Individual(s) Citizenship -----
 Association -----
 General Partnership -----
 Limited Partnership -----
 Corporation-State **KS**
 Other -----

If assignee is not domiciled in the United States, a foreign representative designation is attached Yes No
(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No



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

A. Trademark Application No.(s)	B. Trademark Registration No.(s)
75/153,061	
75/131,601	
75/572,835	
75/571,227	
75,690,888	

Additional numbers attached? Yes No

6. Total number of applications and registrations involved: **5**

7. Total fee (37 CFR 3.41):\$ **140.00**
 Enclosed

Authorized to be charged to deposit account

8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

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

Name: **Silicon Valley Bank**

Internal Address: **Loan Documentation HG150**

Street Address: **3003 Tasman Dr.**

City: **Santa Clara** State: **Ca** ZIP: **95054**

DO NOT USE THIS SPACE

01 FC:481 40.00 DP
02 FC:482 100.00 DP

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.

Josephine M. Carino
Name of Person Signing

Josephine M. Carino
Signature

8/2/99
Date

Total number of pages comprising cover sheet: 7

OMB No 0651 -0011 (exp 4/94)

TRADEMARK REEL: 001969 FRAME: 0681



INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 16, 1999 by and between SILICON VALLEY BANK ("Bank") and Digital Archaeology 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 July 16, 1999 (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, Patents, and Mask Works 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, 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 Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations 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, 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 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:

15721 College Boulevard
Lenexa, KS 66219

Attn: Finance

Address of Bank:

9020 Capital of Texas Hwy. North
Arboretum Plaza One, Ste. 350
Austin, TX 78759

Attn: _____

GRANTOR:

Digital Archaeology Corporation

By: KE Bantly

Title: Vice President Finance & CFO

BANK:

SILICON VALLEY BANK

By: [Signature]

Title: Vice President

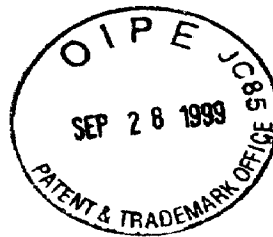


EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

The Company has annotated as copyright protected most of its marketing collateral and literature. However, no specific copyright applications exist.

EXHIBIT B

Patents



<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Improved Optimizations in a Data Exploration System and Method	09/166,441	10/5/98
Data Exploration System and Method	09/166,556	10/5/98

EXHIBIT C

Trademarks



<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Digital Explorer	75/153,061	7/13/96
Digital Archaeology	75/131,601	7/9/96
Digital Excavator	75/572,835	10/15/98
X-Set	75/571,227	10/15/98
Digital Archaeology Discovery Suite	75/690,888	4/26/99

EXHIBIT D

Mask Works



Description

Registration/
Application
Number

Registration/
Application
Date

None