

11-02-1999



101189453

FORM PTO-

1-31-92

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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

MRB 11.1.99

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

1. Name of conveying party(ies): Decisionism, Inc.		2. Name and address of receiving party(ies): Name: Silicon Valley Bank	
<input type="checkbox"/> Individual(s) <input type="checkbox"/> Association		Internal Address: Loan Documentation HG150	
<input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership		Street Address: 3003 Tasman Drive	
<input checked="" type="checkbox"/> Corporation-State		City: Santa Clara State: Ca ZIP: 95054	
<input type="checkbox"/> Other		<input type="checkbox"/> Individual(s) Citizenship _____	
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> Association _____	
3. Nature of conveyance:		<input type="checkbox"/> General Partnership _____	
<input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger		<input type="checkbox"/> Limited Partnership _____	
<input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name		<input checked="" type="checkbox"/> Corporation-State <u>CA</u>	
<input type="checkbox"/> Other _____		<input type="checkbox"/> Other _____	
Execution Date: 10/22/99		If assignee is not domiciled in the United States, a domestic representative designation is attached <input type="checkbox"/> Yes <input type="checkbox"/> No	
		(Designations must be a separate document from assignment)	
		Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	

4. Application number(s) or trademark number(s):	
A. Trademark Application No.(s) See exhibit C attached hereto and made a part hereof	B. Trademark Registration No.(s) See exhibit C attached hereto and made a part hereof
Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Silicon Valley Bank		6. Total number of applications and registrations involved: <u>2</u>	
Internal Address: Loan Documentation HG150		7. Total fee (37 CFR 3.41): \$ 65.00	
		<input checked="" type="checkbox"/> Enclosed 8129	
		<input type="checkbox"/> Authorized to be charged to deposit account	
Street Address: 3003 Tasman Dr.		8. Deposit account number:	
City: Santa Clara State: Ca ZIP: 95054		(Attach duplicate copy of this page if paying by deposit account)	

11/03/1999 MTHA11 00000024 75218366
 01 FC:481 (40.00 OP)
 02 FC:482 (25.00 OP)

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.

Michelle Giannini
 Name of Person Signing

Signature

10/22/99
 Date

Total number of pages comprising cover sheet: 1

OMB No 0651 -0011 (exp 4/94)

EXHIBIT C

Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
Aclue	75/218,366	12/24/96
Decisionism	2,246,412 ✓	05/18/99

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 13, 1999 by and between SILICON VALLEY BANK ("Bank") and DECISIONISM, INC., formerly known as KAPRE SOFTWARE, INC., a Delaware 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).

B. 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.

C. 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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:

4775 Walnut Street
Boulder, CO 80301

Attn: Art Saltarelli

DECISIONISM, INC.

By: Arthur J. Saltarelli, VP
Title: VP Finance

BANK:

SILICON VALLEY BANK

Address of Bank:

4430 Arapahoe Avenue, Suite 225
Boulder, CO 80303

Attn: Frank Amoroso / Ryan Incorvaia

By: Frank Amoroso
Title: VP

EXHIBIT A

Copyrights

Description

Registration
Number

Registration
Date

PA 941847.3
1190989-951900

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Method and system for reusing customizations to a software product	5,867,709 -	02/02/99

PA:941847.3
1190989-951900

RECORDED: 11/01/1999

TRADEMARK
REEL: 001983 FRAME: 0549