



101229419

ached original documents or copy thereof.

Name of conveying party(ies):

SARATOGA SYSTEMS, INC.

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

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

Nature of conveyance:

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

ecution Date: 9/28/99

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

RECEIVED
 1999 DEC 26 PM 12:30
 OPER FINANCE

Application number(s) or patent number(s):

A. Trademark Application No.(s)

SEE EXHIBIT "C" ATTACHED

B. Trademark Registration No.(s)

SEE EXHIBIT "C" ATTACHED

Additional numbers attached? Yes No

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: 11

7. Total fee (37 CFR 3.41).....\$ 290 -

- Enclosed Cashiers check no. 8148
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

12/20/1999 DNGUYEN 00000023 75409142

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 250.00 OP

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.

Jacquelyn Le

Name of Person Signing

Signature

Date 11/10/99

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademarks, Box Assignments
 Washington, D.C. 202321

TRADEMARK
REEL: 002002 FRAME: 0092

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
A Stylized Letters	75-409,142	12/22/97
Avenue	75-355,472	9/11/97
Saratoga Systems Stylized Letters	2,238,304	4/13/99
Saratoga Systems	2,238,303	4/13/99
Saratoga Avenue	75-355,366	9/11/97
Design Only	2,244,331	5/11/99
SPS	2,270,235	8/17/99
Synchronize Your Enterprise	2,231,673	3/16/99
Avenue	75-310-091	6/16/97
Saratoga Avenue	75-310,078	6/16/97
Saratoga Systems Sales Productivity System Stylized Letters	1,514,434	11/28/88

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 28, 1999 by and between SILICON VALLEY BANK ("Bank") and SARATOGA SYSTEMS, INC. ("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 September 28, 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.

GRANTOR:

SARATOGA SYSTEMS, INC.

Address of Grantor:

900 East Hamilton Avenue
Campbell, CA 95008

Attn: _____

By: Curt D. Sullivan

Title: C.F.O.

BANK:

SILICON VALLEY BANK

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

By: [Signature]

Title: SVP

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Avenue: Version 4.0 Administrator's Guide	TX4826203	1/20/98
Avenue: Version 4.0 User's Guide	TX4690149	1/20/98
Avenue: Version 4.0 Beta 1	TX4634078	10/10/97
Avenue: Version 4.0 user's guide; photographic image on manual cover		1/20/98
Avenue: Version 4.0 user's guide; cover art		1/20/98
Avenue: Version 4.0 user's guide; manual cover		1/20/98

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

E/Low Reflected Energy Transmission Structure
Transducer Head

3876890

04/08/75

M/Dual Path Ultrasonic Fluid Flow Metering System and
Method

3818757

06/25/74

M/Axial Fluid Flow and Sound Speed

3817098

06/18/74

M/Ultrasonic Fluid Speed of Sound and Flow Meter
Apparatus and Method

3780577

12/25/73

N/A
CPD

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

N/A
CPD