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12-09-1999

U.S. Patent & TMO/TC/TM Mail Rcpt Dt. #57

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year _____
- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name TRAJECTA, INC.

Execution Date
Month Day Year
09 29 99

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization TEXAS

Receiving Party

Mark if additional names of receiving parties attached

Name SILICON VALLEY BANK

DBA/AKA/TA _____

Composed of _____

Address (line 1) 9020 North Capital of Texas Highway

Address (line 2) Building One, Suite 350

Address (line 3) Austin City TX State/Country 78759 Zip Code

- Individual General Partnership Limited Partnership Corporation Association
 - Other California chartered bank
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization California

FOR OFFICE USE ONLY

12/22/1999 DMGUYEN 00000014 071892 75532105

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

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002003 FRAME: 0025

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

| Trademark Application Number(s) | | | Registration Number(s) | | |
|---|---|---|--|----------------------|----------------------|
| <input type="text" value="75/532,105"/> | <input type="text" value="75/631,737"/> | <input type="text" value="75/532,107"/> | <input type="text" value="2,189,646"/> | <input type="text"/> | <input type="text"/> |
| <input type="text" value="75/532,106"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Diana K. Borden, Esq.  12/3/99

Name of Person Signing Signature Date Signed

TRADEMARK SECURITY AGREEMENT

WHEREAS, TRAJECTA, INC., a Texas corporation (the "Grantor") owns the trademarks, trademark registrations, and trademark applications listed on Schedule 1 annexed hereto and is a party to the trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, the Grantor and SILICON VALLEY BANK are parties to that certain QuickStart Loan and Security Agreement, dated effective as of September 8, 1997, as the same may be renewed, extended, amended, modified, restated, supplemented and in effect from time to time (the "Loan Agreement"; all terms defined in the Loan Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Loan Agreement); and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor and Secured Party entered into that certain Pledge and Security Agreement between Grantor and Secured Party, dated effective as of September 29, 1999 (the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor has granted to the Secured Party a security interest in substantially all of the assets of the Grantor, including, without limitation, all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark registrations, trademark applications, trade names, service marks and trademark licenses, together with the goodwill of the business symbolized by Grantor's trademarks and all products and proceeds thereof, to secure the payment of all Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Secured Party a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each trademark, trademark registration, and trademark application, including, without limitation, the trademarks, trademark registrations (together with any reissues, continuations, or extensions thereof), trademark applications, trade names and service marks, referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration, and trademark application;

(2) each trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license, including, without limitation, each trademark license referred to in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present, or future (a) infringement or dilution of any trademark or trademark registration including, without limitation, the trademarks and trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule

1 and the trademarks licensed under any trademark license, or (b) injury to the goodwill associated with any trademark, trademark registration, or trademark licensed under any trademark license.

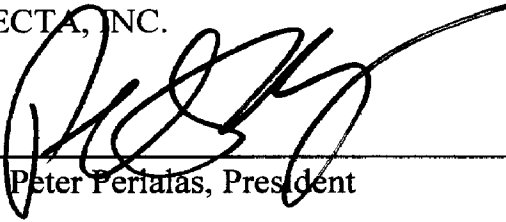
This security interest is granted in conjunction with the security interests granted to the Secured Party pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto on this 29th day of September, 1999.

GRANTOR:

TRAJECTA, INC.

By: _____

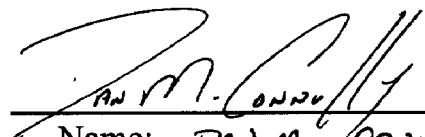


Peter Perialas, President

SECURED PARTY:

SILICON VALLEY BANK

By: _____



Name: DAN M. CONNOLLY

Title: VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF TRAVIS)

This instrument was acknowledged before me this 29th day of September, 1999, by Peter Perialas, as President of Trajecta, Inc., a Texas corporation, on behalf of such corporation.

Karen Michelle Ferguson
Notary Public in and for the State of TX

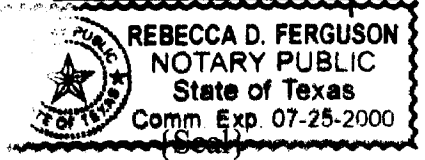
{Seal}

My commission expires: Feb. 9, 2003

ACKNOWLEDGMENT

STATE OF Texas)
)
COUNTY OF Travis)

This instrument was acknowledged before me this 29th day of September, 1999 by Dan Connolly, Vice President of Silicon Valley Bank



Rebecca D. Ferguson
Notary Public in and for the State of Texas

My commission expires: 7-25-00

Schedule 1
to
Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT

Dallas2 619503 v 2, 44918.00001

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TRADEMARK
| REEL: 002003 FRAME: 0030

TRAJECTA, INC. TRADEMARKS

1. TRAJECTA: Registered in International Class 9 (Reg. No.: 2,189,646) on September 15, 1998.
2. DBPROPHET: Application Pending (Serial Number 75/532105) filed in International Class 9 on August 6, 1998.
3. DECISION OPTIMIZER: Application Pending (Serial Number 75/631737) filed in International Class 9 on February 2, 1999.
4. INTELLIGENT INTUITION: Application Pending (Serial Number 75/532107) filed in International Class 41 on August 6, 1998.
5. Ball & Cone DESIGN: Application Pending (Serial Number 75/532106) filed in International Class 9 on August 6, 1998.