

02-18-2000  
101270222

ONLY

Tab settings  
To the Honorable Commissi

Record the attached original documents or copy thereof.

1. Name of conveying party(ies)  
RESUMIX, INC.

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)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

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

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

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
- Merger
- Security Agreement
- Change of Name
- Other

Execution Date: 12/16/99

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,980,063

Additional numbers attached?  Yes  No

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

Name: SILICON VALLEY BANK  
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 C/O # 8188  
 Authorized to be charged to deposit account

8. Deposit account number:

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

02/17/2000 DNGUYEN 00000287 1980063

01 FC:481 40.00 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.

Jacquelyn Le  
Name of Person Signing

[Signature]  
Signature

1/5/00  
Date

Total number of pages including cover sheet, attachments, and document: 10

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

TRADEMARK  
REEL: 002023 FRAME: 0433

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 10, 1999 by and between SILICON VALLEY BANK ("Bank") and RESUMIX, 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 December 10, 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:

890 Ross Drive  
Sunnyvale, CA 94089

Attn: \_\_\_\_\_

Address of Bank:

3003 Tasman Drive  
Santa Clara, CA 95054-1191

Attn: \_\_\_\_\_

GRANTOR:

RESUMIX, INC.

By: Joseph Peace

Title: Chief Financial Officer

BANK:

SILICON VALLEY BANK

By: Chris Stetman

Title: \_\_\_\_\_

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

Resumix has not registered any copyrights. Resumix claims, and has claimed, common law copyright protection for all of its software and documentation.

EXHIBIT B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

Resumix holds, or has held a total of four (4) U.S. and foreign patents and patent applications. A status report as of 1/19/99 is attached. There have been no changes.

GALLAGHER & LATHROP  
 A Professional Corporation  
 601 California Street, Suite 1111  
 San Francisco, CA 94108-2805

RESUMIX, INC.

U.S. Patents and Patent Applications

<u>File No.</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issued</u>	<u>Expires</u>	<u>Title</u>	<u>Status</u>
RMX003	07/345,930	05/01/89	5,164,899	11/17/92	11/17/09	Method and Apparatus for Computer Understanding and Manipulation of Minimally Formatted Text Documents	2nd Maintenance Fee due May 17, 2000
RMX005	07/911,550	07/09/92	----	ABANDONED	----	Method and Apparatus for Computer Understanding and Manipulation of Minimally Formatted Text Document	No Appeal filed by October 1, 1994 Application ABANDONED.
RMX00501	08/316,060	09/30/94	----	ABANDONED	----	Same as above.	ABANDONED per client on May 10, 1995.
RMX006	349,028	05/08/89	5,197,004	03/23/93	03/23/10	Method and Apparatus for Automatic Categorization of Applicants from Resumes	2nd Maintenance Fee due Sept. 23, 2000

TRADE MARK  
 S:js  
 19-99

EXHIBIT C

Trademarks

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

Resumix holds, or has held a total of eight (8) U.S. and foreign trademark registrations. A status report as of 1/19/99 is attached. There have been no changes.

GALLAGHER & LATHROP  
 A Professional Corporation  
 601 California Street, Suite 1111  
 San Francisco, CA 94108-2805

EXPORT CLIENT

RESUMIX, INC.

U.S. and Foreign Trademark Registrations

<u>File No.</u>	<u>Mark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Regis. No.</u>	<u>Reg. Date</u>	<u>Status</u>
RMX051	"RESUMIX"	U.S.A.	74/498,314	03/08/94	1,980,063	6-11-96	Affidavit of Use due 6-11-02. Renewal due by 6-11-06.
RMX051 AU	"RESUMIX"	Australia	624579	03/10/94	624579	5-30-96	Renewal due by 3-10-04.
RMX051 CA	"RESUMIX"	Canada	749133	03/10/94	438,578	1-27-95	Renewal due by 1-27-10.
RMX051 GB	"RESUMIX"	Gr. Britain	1565552	03/15/94	1,565,552	7-21-95	Renewal due by 3-15-01.
RMX051 SG	"RESUMIX"	Singapore	2106/94	03/17/94	2106/94	3-17-94	Renewal due by 3-17-04.
RMX052	"HUMAN SKILLS MANAGEMENT"	U.S.A.	74/503565	03/18/94	Abandoned	---	ABANDONED 12-18-95.
RMX052 (Class 9)	"HUMAN SKILLS MANAGEMENT"	Singapore	7159/94	08/18/94	Abandoned	---	ABANDONED per client 5-20-96.
RMX052-1 (Class 35)	"HUMAN SKILLS MANAGEMENT"	Singapore	7160/94	08/18/94	Abandoned	---	ABANDONED per client 7-26-96.

JBS:js/1-19-99



EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

Resumix has no (0) registered mask works and no pending applications.