To the Honorable Commissioner of Formation Honorable Commissioner Management Commissioner Management Commissioner C	FORM PTO-	03-08-20	U.S. DEPARTMENT OF COMMERCE		
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To the Honorable Commissioner of Factorian and Address of recording party(se); 2. Name and address of recording party to whom correspondence concerning document should be mailed: Name: Silicon Valley Bank Internal Address: Loan Documentation HG150 Street Address: 3003 Tasman Drive City: Santa Clara City: Santa					
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Name: Silicon Valley Bank Internal Address: Loan Documentation HG150 Street Address: 3003 Tasman Drve City: Santa Clara State: Ca Caption Capt	To the Honorable Comn	nissioner of Facino and Industration	attached original documents or copy thereof.		
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(Designations must be a separate document from assignment) Additional name(s) & address(ss) attached?			If assignee is not domiciled in the United States, a domestic representative		
Additional name(s) & address(es) attached?	Other				
4. Application number(s) or trademark number(s): A. Trademark Application No.(s) 75/403,317 75/403,3159 75/507,318 75/507,318 75/507,410 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: Loan Documentation HG150 7. Total fee (37 CFR 3.41): \$140.09 E Enclosed Authorized to be charged to deposit account Street Address: 3003 Tasman Dr. 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account) DO NOT USE THIS SPACE 9. Statement and signature. 7. 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. Pla Amarillas Name of Person Signing Total number of pages comprising cover sheet: 6					
A. Trademark Application No.(s) 75/403,317 75/403,315 75/507,338 75/507,338 75/507,410 Additional numbers attached? \[\] Yes \[\] No Additional numbers attached? \[\] Yes \[\] No S. Name and address of party to whom correspondence concerning document should be mailed: Name: Silicon Valley Bank Internal Address: Loan Documentation HG150 7. Total fee (37 CFR 3.41):	Execution Date:11/15/99		Additional name(s) & address(es) attached?		
A. Trademark Application No.(s) 75/403,317 75/403,315 75/507,338 75/507,338 75/507,410 Additional numbers attached? \[\] Yes \[\] No Additional numbers attached? \[\] Yes \[\] No S. Name and address of party to whom correspondence concerning document should be mailed: Name: Silicon Valley Bank Internal Address: Loan Documentation HG150 7. Total fee (37 CFR 3.41):	4 Application number(s) or	trademark number(s):			
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75/507,338 75/507,338 75/507,410 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: Loan Documentation HG150 7. Total fee (37 CFR 3.41):		(o.(s)	b. Hauemark Registration No.(5)		
75/597,338 75/597,410 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: Loan Documentation HG150 T. Total fee (37 CFR 3.41):					
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Internal Address: Loan Documentation HG150 7. Total fee (37 CFR 3.41):			6. Total number of applications and registrations involved: 5		
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) 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. Pia Amarillas Name of Person Signing Total number of pages comprising cover sheet: 6 OMB No 0651-0011 (exp 4/94)	Name: Silicon Valley Bank				
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		Total number of pages co	omprising cover sheet: 6		

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 15, 1999 by and between SAND HILL CAPITAL II, LP ("Sand Hill") and 2BRIDGE, a California Corporation ("Borrower").

RECITALS

Sand Hill and Borrower are parties to that certain loan agreement of even date (as amended from time to time, the "Loan Agreement"). Capitalized terms used herein have the meaning assigned in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Sand Hill a security interest in all of Borrower's right, title and interest, whether presently existing or hereafter acquired, in, to and under the Collateral.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

To secure performance of its obligations under the Loan Agreement, Borrower grants to Sand Hill a security interest in all of Borrower's right, title and interest in Borrower's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), 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).

Grantor shall register or cause to be registered (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, those intellectual property rights listed on Schedules A, B and C hereto within thirty (30) days of the date of this Agreement. Grantor shall register or cause to be registered with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product prior to the sale or licensing of such product to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Schedules A, B and C). Grantor shall from time to time, execute and file such other instruments, and take such further actions as Sand Hill may reasonably request from time to time to perfect or continue the perfection of Sand Hill's interest in the intellectual property.

This security interest is granted in conjunction with the security interest granted to Sand Hill under the Loan Agreement. Each right, power and remedy of Sand Hill provided for herein shall not preclude the simultaneous or later exercise by Sand Hill of any or all other rights, powers or remedies.

2Bridge 11/15/99

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Borrower:

221 Main Street, Suite 700 San Francisco, CA 94105

Attn: Chief Financial Officer

Address of Sand Hill:

3000 Sand Hill Road Building 2, Suite 110 Menlo Park, CA 94025 Attn: Robert Johnson 2BRIDGE

By: Kondel Jo

Title: CFO

SAND HILL CAPITAL II, LP

By: Koly U. Cohm

Title: PRINCIPAL

EXHIBIT A

Copyrights

Description

None

Registration/ Application Number

Registration/
Application
Date

11/15/99

EXHIBIT B

Patents

Description

None

Registration/ Application Number Registration/ Application <u>Date</u>

2Bridge 11/15/99

EXHIBIT C

Trademarks

	Registration/ Application	Registration/ Application
Description	Number_	Date
2Bridge	75/403,317	12/10/97
2Bridge Software	75/403,159	12/10/97
2Share Server	75/507,338	6/23/98
Enterprise Portal	75/552,687	9/10/98
100 Day Win	75/507,410	6/23/98

11/15/99

TRADEMARK
REEL: 002031 FRAME: 0193

RECORDED: 02/08/2000