

03-08-2000

FORM PTO-  
1-31-92

RECC



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

MAD 2-800

101284889

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

1. Name of conveying party(ies): <b>Nextrend, Inc.</b>		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 type="checkbox"/> No		<input type="checkbox"/> Association _____	
3. Nature of conveyance:		<input type="checkbox"/> General Partnership _____	
<input type="checkbox"/> Assignment <input type="checkbox"/> Merger		<input type="checkbox"/> Limited Partnership _____	
<input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name		<input checked="" type="checkbox"/> Corporation-State _____	
<input type="checkbox"/> Other _____		<input type="checkbox"/> Other _____	
Execution Date: 12/16/99		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 checked="" type="checkbox"/> No	

RECEIVED  
2000 FEB - 8 AM 11:40  
OPR/FINANCE

4. Application number(s) or trademark number(s):	
A. Trademark Application No.(s)	B. Trademark Registration No.(s)
75-763,916    75-805,686    75-818,889	75-482,172
75-763,918    75-763,917    75-818,390	
75-762-258    75-804,262    75-818,890	
75-762-616    75-818,891    75-818,391	
75-804,263    75-818,388	
75-804,405    75-818,389	

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 Street Address: 3003 Tasman Dr. City: Santa Clara      State: Ca      ZIP: 95054		6. Total number of applications and registrations involved: <u>2</u>	
		7. Total fee (37 CFR 3.41): .....\$ <u>440.00</u> <b>E</b>	
		<input checked="" type="checkbox"/> Enclosed	
		<input type="checkbox"/> Authorized to be charged to deposit account	
		8. Deposit account number:	
		(Attach duplicate copy of this page if paying by deposit account)	

DO NOT USE THIS SPACE

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01 FC:481      40.00 OP  
02 FC:482      400.00 OP

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.

Sandra Switzer-Alvis  
Name of Person Signing

*Sandra Switzer-Alvis*  
Signature

1/26/00  
Date

Total number of pages comprising cover sheet: 7

OMB No 0651 -0011 (exp 4/94)

TRADEMARK  
REEL: 002031 FRAME: 0221

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 16, 1999 by and between SILICON VALLEY BANK ("Bank") and Nextrend Inc. ("Grantor").

### RECITALS

A. Bank has made certain advances of money and extended 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 July 1, 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). Grantor has requested certain modifications to the Loan Agreement be made and Bank is willing to make such modifications pursuant to a Loan Modification Agreement of even date herewith, but only upon the condition, among others, that Grantor 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:

NEXTREND INC.

Address of Grantor:  
251 W. Renner Parkway  
Richardson, TX 75080

By: 


Title: CFO & COO

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

BANK:

SILICON VALLEY BANK

Address of Bank:  
9020 Capital of Texas Hwy. North  
Arboretum Plaza One, Ste. 350  
Auston, TX 78759

By: 

Title: SVP

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