

03-24-2000

FORM PTO-1594
(Rev 5-93)

3-15-00



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Pat

101296768

al documents or copy thereof.

1. Name of conveying party(ies):

GOAHEAD SOFTWARE INC.
formerly known as Go Ahead Software, Inc.

Individual(s) citizenship:

*MRO
3/15/00*

Association:

General Partnership:

Limited Partnership:

Corporation - State: Delaware

Other:

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

3. Nature of Conveyance:

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

Execution Date: March 10, 2000

2. Name and address of receiving party(ies):

Name: IMPERIAL BANK
Address: 5330 Carillon Point
City: Kirkland State: WA Zip: 98033

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State:

Other: a California chartered bank

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

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

75/656, 213	75/656,212
75/656,211	75/656,210
75/656,209	75/600,414

B. Trademark Registration No.(s)

1,911,152	2,164,569
2,168,260	

Additional numbers attached? Yes No

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

Name: Erin O'Brien
Internal Address: **GRAY CARY WARE & FREIDENRICH**
400 Hamilton Avenue
Palo Alto, California 94301

6 Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41) \$240.00 *E*
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 07-1907

(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.

Erin O'Brien
Name of Person Signing

Erin O'Brien
Signature

March 14, 2000
Date

Total number of pages comprising cover sheet: [6]

Mail Documents to be recorded with required cover sheet information to:
U.S. Patent and Trademark Office, Office of Public Records
1213 Jefferson Davis Highway, 3rd Floor
Arlington, VA 22202

03/23/2000 VBR00W 00000197 071907 75656213

40.00 CH
200.00 CH

FC:481
FC:482

TRADEMARK

REEL: 002038 FRAME: 0599

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Upgradeserver	75/656,213	03/08/99
Fieldupgrader	75/656,212	03/08/99
Faultmanager	75/656,211	03/08/99
Embedded Management Framework	75/656,210	03/08/99
Devicestudio	75/656,209	03/08/99
Goahead	75/600,414	12/07/98
Device Doctor	2,168,260	06/23/98
Go ahead doctor	2,164,569	06/09/98
Go ahead	1,911,152	08/15/95

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement is entered into as of March 10, 2000 by and between IMPERIAL BANK ("Bank") and GOAHEAD SOFTWARE, INC., formerly Go Ahead Software Inc., a Washington corporation ("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 Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (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).

B. 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 and Patents to secure the obligations of Grantor under the Loan Agreement.

C. 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 and Trademarks listed on Exhibits A, B and C 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 Amended and Restated 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement is intended to and does completely amend and restate, without novation, that certain Intellectual Property Security Agreement entered into between Grantor and Secured Party as of September 9, 1998.

recorded with the U.S. Patent and Trademark Office at reel 1792 frame 0123 on September 14, 1998 and recorded with the U.S. Copyright Office at volume 3438 page 927 on July 22, 1999 (collectively, the "Original IP Agreement"). All security interests granted under the Original IP Agreement are hereby confirmed and ratified and shall continue to secure all Obligations under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

10900 NE 8th Street, Suite 750
Bellevue, WA 98004-1455

Attn: Dave Bishop

GOAHEAD SOFTWARE, INC.

By: 

Title: VP FINANCE, CFO

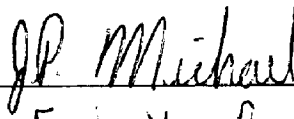
BANK:

Address of Bank:

5330 Carillon Point
Kirkland, WA 98033

Attn: J.P. Michael / Rory James

IMPERIAL BANK

By: 

Title: First Vice President

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Embedded Management Framework	(pending)	

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT C

Trademarks

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