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HEET Y

101340219

To the Honorable Commissioner of Patents and Trademarks

attached original documents or copy thereof.

1. Name of conveying party(ies):
Doccus, Inc.

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

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date:

2. Name and address of receiving party(ies):
Name: Silicon Valley Bank
Internal Address: Loan Documentation HG150
Street Address: 3003 Tasman Drive
City: Santa Clara State: Ca ZIP: 95054

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

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

OPR/FINANCE APR - 3 PM 12:22

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

A. Trademark Application No.(s)	B. Trademark Registration No.(s)
75/729466	
75/729465	
1032814	
2210484	

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: _____

7. Total fee (37 CFR 3.41):\$ 115
 Enclosed
 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

04/28/2000 JSHABAZZ 00000186 75729466

01	FC:481	40.00	OP
02	FC:482	75.00	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.

Name of Person Signing _____ Signature _____ Date 3/10/00

Total number of pages comprising cover sheet: _____

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement dated March 6, 2000, is between SILICON VALLEY BANK ("Bank") and Doceus, Inc. ("Grantor").

RECITALS

A. Bank will make advances to Grantor ("Loans") as described in the Loan and Security Agreement (the "Loan Agreement"), but only if Grantor grants Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works.

B. Grantor has granted Bank a security interest in all of its right, title and interest, presently existing or later acquired to all the Collateral.

AGREEMENT

Grantor hereby grants Bank a security interest in all of its right, title and interest in and to its Intellectual Property Collateral (such as the Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D), and all proceeds thereof (such as license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements rights throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part.

This security interest is granted in conjunction with the security interest granted under the Loan Agreement. Bank's rights and remedies in the security interest are in addition to those in the Loan Agreement and the other Loan Documents, and those available in law or equity. Bank's rights, powers and interests are cumulative with every right, power or remedy provided herein. Bank's exercise its rights, powers or remedies in this Agreement, the Loan Agreement or any other Loan Document, does not preclude the simultaneous or later exercise of any or all other right, power or remedy.

SILICON VALLEY BANK


(Signature)

ASSISTANT VICE PRESIDENT
(Title)

GRANTOR:

(Signature)

(Title)

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SILICON VALLEY BANK

(Signature)

(Title)

GRANTOR:

Walter D. Buntstein, PRES.
(Signature)

PRESIDENT AND CEO
(Title)

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

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>
D & Design (U.S. trademark application)	75/729466	June 15, 1999
Doceus, Inc. (U.S. trademark application)	75/729465	June 15, 1999
Doceus (U.S. trademark application)	1032814	October 15, 1999
Doceus (U.S. trademark application)	2210484	October 6, 1999

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date