

05-08-2000

FORM PTO-1594
(Rev 5-93)



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Pate

101349922

1 documents or copy thereof.

1. Name of conveying party(ies): **4-20-00**
MANAGEMARK, INC.
Individual(s) citizenship:
Association:
General Partnership:
Limited Partnership:
Corporation - State: CALIFORNIA
Other:
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: COMERICA BANK-CALIFORNIA
Address: 800 OAK GROVE, M.C. 4297
City: MENLO PARK State: CA Zip: 94025
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

3. Nature of Conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other
Execution Date: March 13, 2000

4. Application number(s) or trademark number(s):
A. Trademark Application No.(s)
75/516,180
Additional numbers attached? Yes No

B. Trademark Registration No.(s)
1,683,643 2,029,268
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 94301-1825

6 Total number of applications and registrations involved: 3
7. Total fee (37 CFR 3.41) \$ 90.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

05/05/2000 BCOATES 00000130 75516180
01 FC:481
02 FC:482
40.00 DP
50.00 DP

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 *Erin O'Brien* April 19, 2000
Name of Person Signing Signature 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

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 13, 2000 by and between COMERICA BANK-CALIFORNIA ("Bank") and MANAGEMARK, INC., a California 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 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). 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.

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 and any other agreement 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 Schedules 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 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 the copyrights known as EXPENSE IT!:AUTOMATIC EXPENSE REPORTS, registration number TX3104181, registered on May 17, 1991 and EXPENSE IT!:EXPENSE MANAGEMENT SYSTEM, registration number TX2830862, registered on April 5, 1990, are (i) not assets currently belonging to Grantor, or (ii) not currently being used by Grantor in its business.

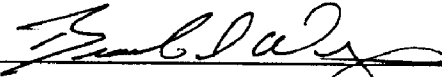
IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

395 Java Drive
Sunnyvale, CA 94089
Attn: Brooke D. Wagner

GRANTOR:

MANAGEMARK, INC.

By: 
Title: VP Finance & Administration

Address of Bank:

800 Oak Grove, M.C. 4297
Menlo Park, CA 94025
Attn: Robert Ways

BANK:

COMERICA BANK-CALIFORNIA

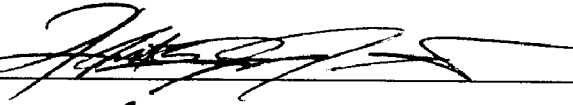
By: 
Title: C.B.O.

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>
EXPENSEREVER	75-516,180	7/9/98
ON THE GO SOFTWARE	1,683,643	4/21/92
EXPENSABLE (Note: in the process of being assigned by Intuit Inc. to Managemark, Inc.)	2,029,268	1/7/97
EXPENSABLE.COM	[please provide]	[please provide]
TIMETRAKABLE	[please provide]	[please provide]