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05-04-2000

FORM PTO-1594  
(Rev 5-93)



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commission

101344644

and original documents or copy thereof.

1. Name of conveying party(ies):

THINK3DESIGN, INC.

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State: CALIFORNIA

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: February 22, 2000

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

Name: IMPERIAL BANK  
Address: 226 AIRPORT PARKWAY  
City: SAN JOSE State: CA Zip: 95110

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):

A. Trademark Application No.(s)

75/530,860	75/630,598
75/630,597	75/630,412
75/630,411	75/630,409
75/630,406	75/607,855

B. Trademark Registration No.(s)

2,252,557

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

05/03/2000 JSHABAZZ 00000107 7553860

01 FC:481  
02 FC:482

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200.00 OF

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

April 11, 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

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1090371-930100

TRADEMARK  
REEL: 002069 FRAME: 0385

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 22, 2000 by and between IMPERIAL BANK ("Bank") and THINK3DESIGN, 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).

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 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.

IN WITNESS WHEREOF, the parties have caused this 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:

2880 Lakeside Drive, Suite 250  
Santa Clara, CA 95054

Attn: Robert J. Habig

THINK3DESIGN

By: Robert Habig

Title: VP and CEO

BANK:

IMPERIAL BANK

Address of Bank:

226 Airport Parkway  
San Jose, CA 95110-1024

Attn: Corporate Banking Center

By: [Signature]

Title: VP

EXHIBIT A

Copyrights

Description

Registration  
Number

Registration  
Date

None @ 2/22/00

EXHIBIT B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE @ 2/22/00

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Thinkdesign *	75/530,860	01/29/99
Thinksolutions *	75/630,598	01/29/99
Thinkteam *	75/630,597	01/29/99
Thinkdraft	75/630,412	01/29/99
Thinkreal	75/630,411	01/29/99
Thinkcare *	75/630,409	01/29/99
Thinkshape	75/630,406	01/29/99
Think3 **	75/607,855	12/16/98
Cad-Lab	2,252,557	06/15/99

\* NOTICES OF ALLOWANCE 1/24/00

\*\* INTERNALLY APPROVED AND PUBLISHED FOR OPPOSITION 11/2/99