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FORM PTO-1594
(Rev 5-93)

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101368733

To the Honorable Commissioner of Patents

and documents or copy thereof.

<p>1. Name of conveying party(ies): INTERNATIONAL THINKLINK CORPORATION</p> <p>Individual(s) citizenship: Association: General Partnership: Limited Partnership: Corporation - State: CALIFORNIA Other:</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of Conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other</p> <p>Execution Date: April 13, 2000</p>	<p>2. Name and address of receiving party(ies): Name: SAND HILL CAPITAL II, L.P. Address: 3000 SAND HILL ROAD, BLDG. 2 SUITE 110 City: MENLO PARK State: CA Zip: 94025</p> <p>Individual(s) citizenship: Association: General Partnership: Limited Partnership: Corporation - State: Other:</p> <p>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</p>
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<p>4. Application number(s) or trademark number(s):</p> <p>A. Trademark Application No.(s)</p> <table border="0"> <tr><td>75/906,783</td><td>75/673,506</td></tr> <tr><td>75/538,689</td><td>75/538,080</td></tr> <tr><td>75/019,565</td><td>74/720,802</td></tr> </table>	75/906,783	75/673,506	75/538,689	75/538,080	75/019,565	74/720,802	<p>B. Trademark Registration No.(s)</p> <p>2,099,715</p>
75/906,783	75/673,506						
75/538,689	75/538,080						
75/019,565	74/720,802						
<p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>							

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Erin O'Brien Internal Address: GRAY CARY WARE & FREIDENRICH 400 Hamilton Avenue Palo Alto, California 94301</p>	<p>6 Total number of applications and registrations involved: 7</p>				
<p>05/26/2000 JSNABAZZ 00000093 75906783</p> <table border="0"> <tr><td>01 FC:481</td><td>40.00 OP</td></tr> <tr><td>02 FC:482</td><td>150.00 OP</td></tr> </table>	01 FC:481	40.00 OP	02 FC:482	150.00 OP	<p>7. Total fee (37 CFR 3.41) \$ 190.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
01 FC:481	40.00 OP				
02 FC:482	150.00 OP				

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.

<u>Erin O'Brien</u>	<u><i>Erin O'Brien</i></u>	May 11, 2000
Name of Person Signing	Signature	Date

Total number of pages comprising cover sheet: [5]

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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1191271-906400

TRADEMARK
REEL: 002080 FRAME: 0114

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 13, 2000 by and between SAND HILL CAPITAL II, L.P. ("Sand Hill") and INTERNATIONAL THINKLINK CORPORATION, a California corporation ("Borrower").

RECITALS

Sand Hill and Borrower are parties to that certain loan agreement of even date (as amended from time to time, the "Loan Agreement"). Capitalized terms used herein have the meaning assigned in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Sand Hill a security interest in the Collateral.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

To secure performance of its obligations under the Loan Agreement, Borrower grants to Sand Hill a security interest in all of Borrower's right, title and interest in Borrower's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), 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). This security interest is granted in conjunction with the security interest granted to Sand Hill under the Loan Agreement. Each right, power and remedy of Sand Hill provided for herein shall not preclude the simultaneous or later exercise by Sand Hill of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Borrower:

INTERNATIONAL THINKLINK CORPORATION

650 Townsend Street, Suite 350
San Francisco, CA 94103

By: Phelps J. Bruchard

Title: CFD

Attn:

Address of Sand Hill:

SAND HILL CAPITAL II, L.P.

3000 Sand Hill Road
Building 2, Suite 110
Menlo Park, CA 94025
Attn: Robert Johnson

By: Robert A. Johnson

Title: PRINCIPAL

EXHIBIT A

Copyrights

Title

Registration Number

Date of Registration

EXHIBIT B

Patents

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial Number</u>	<u>Application Date</u>
Thinklink TL (and design)	75/906,783	01/31/00
E-Telco	75/673,506	04/02/99
Web-managed Telephony	75/538,689	08/18/98
Communications Dashboard	75/538,080	08/17/98
Webtel	75/019,565	11/14/95
Thinklink	74/720,802	08/21/95
Thinklink	2,099,715	09/23/97

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RECORDED: 05/12/2000

**TRADEMARK
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