

08-09-2000



FORM PTO-1594 (Rev 5-93)

7.18.00 RECORD

101426484

DEPARTMENT OF COMMERCE Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): COVIA TECHNOLOGIES, INC.</p> <p>Individual(s) citizenship: Association: General Partnership: Limited Partnership: Corporation - State: CALIFORNIA Other:</p> <p>Additional name(s) of conveying party(ies) attached? [] Yes [X] No</p> <p>3. Nature of Conveyance: [] Assignment [] Merger [X] Security Agreement [] Change of Name [] Other</p> <p>Execution Date: June 29, 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: a California chartered bank</p> <p>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 [x] No</p>
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<p>4. Application number(s) or trademark number(s): A. Trademark Application No.(s) 75/895,662 75/657,395 75/657,394</p>	<p>B. Trademark Registration No.(s)</p>
<p>Additional numbers attached? [] Yes [X] No</p>	

<p>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</p>	<p>6 Total number of applications and registrations involved: 3</p> <p>7. Total fee (37 CFR 3.41) \$90.00 [] Enclosed [X] Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____ (Attach duplicate copy of this page if paying by deposit account)</p>
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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	<i>Erin O'Brien</i>	July 17 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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TRADEMARK
REEL: 002117 FRAME: 0433

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 29, 2000 by and between SAND HILL CAPITAL II, L.P. ("Sand Hill") and COVIA TECHNOLOGIES, INC., 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:

COVIA TECHNOLOGIES, INC.

465 National Avenue
Mountain View, CA 94043

By:  _____


Title: _____

Attn: Marian Rouse

Address of Sand Hill:

SAND HILL CAPITAL II, L.P.

3000 Sand Hill Road
Building 2, Suite 110
Menlo Park, CA 94025
Attn: Linda Schlamadinger

By:  _____

Title: PRINCIPAL _____

EXHIBIT A

Copyrights

<u>Title</u>	<u>Registration Number</u>	<u>Date of Registration</u>
InfoPortal	TX5-117-587	07/05/00
Sales Online	TX5-117-585	07/05/00
Team Online	TX5-117-586	07/05/00
Intranet Included	Txu921-601	07/05/00
Biz Online	Txu-921-602	07/05/00

EXHIBIT B

Patents

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1191271-900000

TRADEMARK
REEL: 002117 FRAME: 0436

EXHIBIT C

Trademarks

Description

Serial Number

Application Date

Covia	75/895,662	01/12/00
Portalware	75/657,395	03/11/99
Infoportal	75/657,394	03/11/99