

09-29-2000

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FORM PTO-  
1-31-92

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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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

1. Name of conveying party(ies): <b>ATHENE SOFTWARE, INC</b>		2. Name and address of receiving party(ies): Name: Silicon Valley Bank	
<input type="checkbox"/> Individual(s) <input type="checkbox"/> Association		Internal Address: Loan Documentation HG150	
<input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership		Street Address: 3003 Tasman Drive	
<input checked="" type="checkbox"/> Corporation-State		City: Santa Clara              State: Ca              ZIP: 95054	
<input type="checkbox"/> Other		<input type="checkbox"/> Individual(s) Citizenship _____	
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Association _____	
3. Nature of conveyance:		<input type="checkbox"/> General Partnership _____	
<input type="checkbox"/> Assignment <input type="checkbox"/> Merger		<input type="checkbox"/> Limited Partnership _____	
<input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name		<input checked="" type="checkbox"/> Corporation-State <b>CA</b>	
<input type="checkbox"/> Other _____		<input type="checkbox"/> Other _____	
Execution Date: <b>07/05/2000</b>		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	

4. Application number(s) or trademark number(s):	
A. Trademark Application No.(s) <b>75,663,197</b> <b>75,663,198</b>	B. Trademark Registration No.(s)

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: <u>1</u>	
		7. Total fee (37 CFR 3.41): .....\$ <u>65.00</u>	
		<input checked="" type="checkbox"/> Enclosed	
		<input type="checkbox"/> 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

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.*

**Betsy Lindsey**                      *Sara E Lindsey / ms*                      9/14/00  
Name of Person Signing                      Signature                      Date

Total number of pages comprising cover sheet: 7

OMB No 0651 -0011 (exp 4/94)

09/28/2000 GTDN11 00000190 75663197

02 FE:482

40.00 DP  
25.00 DP

**TRADEMARK**  
**REEL: 002150 FRAME: 0709**

## Intellectual Property Security Agreement :

This Intellectual Property Security Agreement is entered into as of July 5, 2000 by and between SILICON VALLEY BANK ("Bank") and ATHENE SOFTWARE, INC. ("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 July 5, 2000 (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, Patents, and Mask Works 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, and covenants and agrees as follows:

### AGREEMENT

To secure the 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, Trademarks and Mask Works listed on Schedules A, B, C, and D 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, division 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 thereafter 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, C and D 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:

2060 Broadway, Suite 300  
Boulder, CO 80302

Attn: David Gross

ATHENE SOFTWARE, INC.

By: 

Title: President & CEO

BANK:

Address of Bank:

3003 Tasman Drive  
Santa Clara, CA 95054-1191

Attn: Doc Department

SILICON VALLEY BANK

By: 

Title: VP

EXHIBIT A

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Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
APT Churn		October 14, 1999

EXHIBIT B

Patents

3

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Athene Software	75,663,197	03/18/99
Athenesoft.com	75,663,198	03/18/99

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.

PA/10041228.5  
1190989-961100

**RECORDED: 09/25/2000**

**TRADEMARK  
REEL: 002150 FRAME: 0715**