

10-13-2000



FORM PTO-1594 (Rev 5-93)

mro 9/27/00

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101486480

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.

<p>1. Name of conveying party(ies): PERSONIC, INC., formerly known as Personic Software, 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: August 29, 2000</p>	<p>2. Name and address of receiving party(ies):</p> <p>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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4. Application number(s) or trademark number(s):											
<p>A. Trademark Application No.(s)</p> <table border="0"> <tr> <td>75/565,690</td> <td>75/805,764</td> <td>75/819,727</td> </tr> <tr> <td>76/042,366</td> <td>76/042,367</td> <td>76/043,548</td> </tr> </table>	75/565,690	75/805,764	75/819,727	76/042,366	76/042,367	76/043,548	<p>B. Trademark Registration No.(s)</p> <table border="0"> <tr> <td>2,072,122</td> <td>2,127,851</td> </tr> <tr> <td>2,263,397</td> <td>2,322,891 2,325,206</td> </tr> </table>	2,072,122	2,127,851	2,263,397	2,322,891 2,325,206
75/565,690	75/805,764	75/819,727									
76/042,366	76/042,367	76/043,548									
2,072,122	2,127,851										
2,263,397	2,322,891 2,325,206										
Additional numbers attached? [] Yes [X] No											

<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: 11</p> <hr/> <p>7. Total fee (37 CFR 3.41) \$290.00 [] Enclosed [X] Authorized to be charged to deposit account</p> <hr/> <p>8. Deposit account number: _____</p> <p>(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 _____ September 26, 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

10/12/2000 GTON11 00000095 75565690

01 FC:481
02 FC:482

40.00 OP
250.00 OP

PAM10077893.1
1191271-907700

TRADEMARK
REEL: 002155 FRAME: 0055

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 29, 2000 by and between SAND HILL CAPITAL II, LP ("Sand Hill") and PERSONIC, INC., a California corporation, formerly known as Personic Software, Inc. ("Borrower"), with reference to the following facts:

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 all of Borrower's right, title and interest, whether presently existing or hereafter acquired, in, to and under the Collateral.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

To secure performance of its "Obligations" as defined in 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).

Borrower represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending trademark registrations owned or controlled by Borrower or licensed to Borrower, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Borrower or licensed to Borrower, and (iii) listed on Schedule C are all of Borrower's software, computer programs and other works of authorship subject to United States copyright protection (other than off-the-shelf software licensed to Borrower on a non-exclusive basis), including, without limitation, those for which the sale, licensing or other disposition results in royalties receivable, license fees receivable, accounts receivable or other sums owing to Borrower. Borrower shall, within 15 days after the date hereof, register or cause to be registered (to the extent not already registered) with the United States Copyright Office those intellectual property rights listed on Schedule C hereto. Borrower shall register or cause to be registered on an expedited basis with the United States Copyright Office those additional software, computer programs and other works of authorship developed or acquired by Borrower from time to time hereafter (including without limitation revisions or additions to the intellectual property rights listed on Schedule C). Borrower shall from time to time, execute and file such other instruments, and take such further actions as Sand Hill may reasonably request from time to time to perfect or continue the perfection of Sand Hill's interest in the intellectual property.


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:

PERSONIC, INC.

1000 Marina Boulevard, 5th Floor
Brisbane, CA 94005

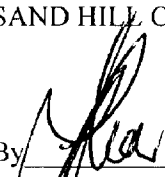
By 
Title President & CEO

Attn: _____

Address of Sand Hill:

SAND HILL CAPITAL II, LP

3000 Sand Hill Road, Building 2 Suite 110
Menlo Park, CA 94025

By 
Title GP

SCHEDULE A

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Technology for recruiting people	75/565,690	02/02/98
EZEnterprise	75/805,764	09/13/99
Intelligent	75/819,727	10/05/99
i (and design)	76/042,366	04/27/00
EPersonic	76/042,367	04/27/00
Personic	76/043,548	05/04/00
EZAccess	2,072,122	06/17/97
EZLite	2,127,851	01/06/98
EZWeblink	2,263,397	07/20/99
Personic	2,322,891	02/29/00
Personic (and design)	2,325,206	03/07/00

SCHEDULE B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

None

SCHEDULE C

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Personic Resume Agent, version 1.0	TX4978016	09/07/99
EZwebLINK, version 1.0	TX4978011	09/07/99
Personic workflow, version 2.0	TX5074575	03/20/00
Personic workflow, version 1.1.1.	TX4978015	09/07/99
Personic workflow, version 1.1.2	TX4978012	09/03/99
Personic workflow, version 1.1	TX4978020	09/07/99
Personic workflow, version 1.0	TX5070319	10/20/99
Ezaccess, version 4.0	TX5046084	09/27/99
Ezaccess, version 4.1	TX5085765	10/20/99
Ezpocket, version 1.0	TX5046094	09/27/99
Ezaccess, version 4.1.2	TX4978009	09/03/99
Personic WebBench, version 1.0	TX5081305	10/19/99
Personic WebLINK, version 1.0	TX5070325	10/20/99