

11-17-2000



FORM PTO-1594
(Rev 5-93)

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101519245

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

1. Name of conveying party(ies):

HAHT CORPORATION

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State: DELAWARE

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: October 6, 2000

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

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership: DELAWARE

Corporation - State:

Other:

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)

75/717.099

B. Trademark Registration No.(s)

2,329,787	2,035,730
2,083,373	2,096,017
2,041,341	2,041,340
2,039,483	

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: 8

7. Total fee (37 CFR 3.41) \$215.00

- Enclosed
- 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.

Erin O'Brien
Name of Person Signing

Erin O'Brien
Signature

November 16, 2000
Date

Total number of pages comprising cover sheet: [0]

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

11/17/2000 DNGUYEN 00000205 75717099

01 FC:481 40.00 OP
02 FC:482 175.00 OP

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1191271-905000

TRADEMARK
REEL: 002176 FRAME: 0331

11-17-00

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 6, 2000 by and between SAND HILL CAPITAL II, L.P. ("Sand Hill") and HAHT COMMERCE, INC., a Delaware corporation ("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 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, uses its best efforts to register or cause to be registered (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, those intellectual property rights listed on Schedules A, B and C hereto, provided that Sand Hill shall have no obligations to extend Loans to Borrower under the Loan Agreement until such time Sand Hill has received evidence that such intellectual property rights have been registered. Borrower shall register or cause to be registered on an expedited basis with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, those additional patents, trademarks, 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 such Schedules A, B and 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:

HAHT COMMERCE, INC.

400 Newton Road
Raleigh, NC 27615

Attn: Nick Riehle

By 

Title CEO

Address of Sand Hill:

SAND HILL CAPITAL II, LP

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

By 

Title PRINCIPAL

SCHEDULE A

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Haht	75/717,099	05/27/99
Haht	2,329,787	03/14/00
Hahtsite	2,035,730	02/04/97
Hahtsite	2,083,373	07/29/97
Hahtsite	2,096,017	09/09/97
Haht Software	2,041,341	02/25/97
Haht Software	2,041,340	02/25/97
Haht Software	2,039,483	02/18/97

SCHEDULE B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

SCHEDULE C

Copyrights

Description

BROCHURES

HAHTsite 5.0 The platform to e-nable the enterprise Technical Overview

COURSE MATERIALS

HAHTsite 5.0 Fundamentals Student Guide

HAHTsite 5.0 for Java Developers Student Guide

HAHTsite 5.0 for Basic Developers Student Guide

HAHTsite for System Administrators Student Guide

Installing and Customizing the Java HAHT Shop and HAHT Track e-Scenario Student Guide

MANUALS

Scenario Server Installation Guide release 5.0

Scenario Server Administration Guide release 5.0

Scenario Workbench and Publisher User's Guide release 5.0

Scenario Workbench Programming Guide release 5.0

Scenario Workbench and Publisher Installation Guide

Widget Programming Guide release 4.0

SOFTWARE

HAHTsite 5.0 Scenario Workbench

HAHTsite 5.0 Scenario Publisher

HAHTsite 5.0 Scenario Server

HAHT Service e-Scenario Account Status Release 2.0

HAHT Shop e-Scenario Release 4.1

HAHT Shop e-Scenario Release 3.1 (VB Version)

HAHT Track e-Scenario Release 4.1

HAHT Catalog Release 2.0

HAHT Market e-Scenario Release 2.0

HAHT Service e-Scenario Product Returns Release 2.0

HAHT Service e-Scenario Service Management Release 2.0