

FORM PTO-1618A
Expires 03/30/99
OMB 0851-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies)

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual
 - General Partnership
 - Limited Partnership
 - Corporation
 - Association
 - Other
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0851-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0851-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS

Mail documents to be recorded with required cover sheet(s) information to:

TRADEMARK

700003657

REEL: 002181 FRAME: 0645

Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

FORM PTO-1618B

Page 2

U.S. Department of Commerce
Patent and Trademark Office

Expires 08/30/99
OMB 0651-0027

TRADEMARK

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

650 496-7543

Name

Nancy Bouch, CLA

Address (line 1)

Wilson Sonsini Goodrich & Rosati, P.C.

Address (line 2)

1117-1-P12

Address (line 3)

650 Page Mill Road

Address (line 4)

Palo Alto, CA 94304

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

4

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

76051825

76053584

76051927

76032394

76160874

76160857

76051926

76051925

76051826

Number of Properties

Enter the total number of properties involved.

9

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 240.00

Method of Payment:

Deposit Account

Enclosed

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

23-2415 Attn:14248.000

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Nancy Bouch

Name of Person Signing

Nancy Bouch

Signature

1/25/01

Date Signed

GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of January 22, 2001, is executed by eRevenue, Inc., a Georgia corporation ("Debtor"), in favor of Peregrine Systems, Inc., ("Secured Party").

A. Pursuant to a Secured Promissory Note and Common Stock Purchase Warrant Purchase Agreement, dated as of an even date herewith (the "Purchase Agreement"), among Debtor and Secured Party, Secured Party such Secured Parties has agreed to extend certain credit facilities to Debtor upon the terms and subject to the conditions set forth therein.

B. Debtor has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks");

C. Debtor has entered into an Intellectual Property Security Agreement dated the date hereof (the "Security Agreement") in favor of Secured Party; and

D. Pursuant to the Security Agreement, Debtor has granted to Secured Party a security interest in all right, title and interest of Debtor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

arty's address is:

Peregrine Systems, Inc.
3611 Valley Centre Drive
San Diego, CA 92130
Telephone: (858) 481-5000
Facsimile: (858) 794-5057
Attention: General Counsel

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first above written.

eREVENUE, INC.

By: [Signature]
Name: George E. Hoffman
Title: CEO

STATE OF Georgia)
COUNTY OF Fulton)

On January 23, 2001 before me, Carey Miller, personally appeared George Hoffman, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in her/her/their authorized capacity(ies), and that by his/her/their signature(s) on such instrument the person or entity on behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.

Signature: Carey Miller (Seal)

Notary Public, Fulton County, Georgia
My Commission Expires Nov. 1, 2002



SCHEDULE 1-A TO GRANT OF SECURITY INTERESTTRADEMARKS

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
-------------	--------------------------	-------------------------

SCHEDULE 1-B TO GRANT OF SECURITY INTERESTTRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application Date</u>	<u>Application No.</u>
A/R-ATM	May 17, 2000	76/051,825
EREV	May 22, 2000	76/053,584
EREVENUE (with Design)	May 17, 2000	76/051,927
EREVENUE (Words only)	April 24, 2000	76/032,394
NEXT DAY NET	November 7, 2000	76/160,874
NEXT DAY NET	November 7, 2000	76/160,857
REVENUE @ THE SPEED OF EBUSINESS	May 17, 2000	76/051,926
TBF	May 17, 2000	76/051,925
TRANSACTION-BASED- FINANCE	May 17, 2000	76/051,826