

12-05-2000



101540263

FORM PTO-  
1-31-92

1 SHEET  
JULY

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):  
Objectspace, Inc. 11-16-00

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):  
Name: Silicon Valley Bank  
Internal Address: Loan Documentation HG150  
Street Address: 3003 Tasman Drive  
City: Santa Clara              State: Ca              ZIP: 95054

Individual(s) Citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State ~~CALIFORNIA~~ DELAWARE  
 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

3. Nature of conveyance:  
 Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: 5/17/00

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s)  
75/395346      75/320416      75/708450  
75/497898      75/577512      75/577510  
74/498133      75/324290      75/555002  
75/149460

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: 10

7. Total fee (37 CFR 3.41): .....\$ 265.<sup>00</sup>  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
(Attach duplicate copy of this page if paying by deposit account)

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.

Josephine M. Carino                      Josephine M. Carino                      11/3/00  
Name of Person Signing                      Signature                      Date

OMB No 0651-0011 (exp 4/94)                      Total number of pages comprising cover sheet: 7

FC: 282

225.000P

TRADEMARK  
REEL: 002185 FRAME: 0673

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 17, 2000, by and between **Silicon Valley Bank**, a California state chartered banking institution ("Bank") and **ObjectSpace, Inc.**, a Delaware corporation ("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 Amended and Restated Loan and Security Agreement by and between Bank and Grantor of even date herewith (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 and Patents 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, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, 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, divisions continuations, renewals, extensions and continuations-in-part thereof.

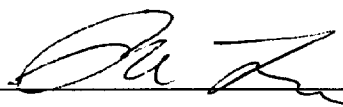
This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which 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 hereafter 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.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

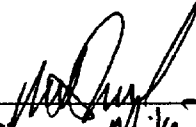
**ObjectSpace, Inc.**  
(a Delaware corporation)

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address of Grantor:  
14850 Quorum Drive, Suite 500  
Dallas, Texas 75240  
Fax: 972/715-9002

**BANK:**

**Silicon Valley Bank**  
(a California state chartered banking institution)

By:   
Name: Mike Draeken  
Title: Vice President

Address of Bank:  
9020 Capital of Texas Highway North  
Building 1, Suite 350  
Austin, Texas 78759  
Fax: 512/794-0855

**SCHEDULE A**

**Copyrights**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
VOYAGER	Txu 787-970	18MR1997

**SCHEDULE A**

**SCHEDULE B**

**Patents**

<b><u>Description</u></b>	<b><u>Registration/ Application Number</u></b>	<b><u>Registration/ Application Number</u></b>
METHOD OF DETERMINING THE TIMING FOR RECLAIMING A REMOTE OBJECT	09/199750	11/25/98
METHOD OF COMMUNICATING BETWEEN OBJECTS AND AGENTS ACROSS A COMPUTER NETWORK	09/200003	11/25/98
METHOD OF CONSTRUCTING AN OBJECT REMOTELY ACROSS A COMPUTER NETWORK	09/199753	11/25/98
METHOD OF MOVING OBJECTS ACROSS MULTIPLE LOCATIONS IN A COMPUTER NETWORK	09/200000	11/25/98
METHOD OF FORWARDING MESSAGES TO MOBILE OBJECTS IN A COMPUTER NETWORK	09/199723	11/25/98
METHOD OF COMMUNICATING BETWEEN AGENT OBJECTS IN A COMPUTER NETWORK	09/200036	11/25/98
METHOD OF MOVING OBJECTS IN A COMPUTER NETWORK	09/199663	11/25/98
SYSTEM AND METHOD FOR DYNAMIC GENERATION OF REMOTE PROXIES	09/175079	10/19/98
SYSTEM AND METHOD FOR COMMUNICATIONS IN A DISTRIBUTED COMPUTING ENVIRONMENT	09/451497	11/30/99
SYSTEM AND METHOD FOR COMMUNICATIONS IN A DISTRIBUTED PROCESSING ENVIRONMENT	09/451502	11/30/99
SYSTEM AND METHOD FOR REMOTE ENABLING CLASSES WITHOUT INTERFACES	09/451507	11/30/99
SYSTEM AND METHOD FOR DYNAMICALLY AGGREGATING OBJECTS	09/451496	11/30/99
METHOD FOR MOVING OBJECTS IN A DISTRIBUTED COMPUTING ENVIRONMENT	09/451495	11/30/99
SYSTEM AND METHOD FOR COMMUNICATIONS BETWEEN A CORBA OBJECT REQUEST BROKER AND A NON-CORBA OBJECT REQUEST BROKER	09/451506	11/30/99
SYSTEM AND METHOD FOR SERVER-SIDE COMMUNICATION SUPPORT IN A DISTRIBUTED COMPUTING ENVIRONMENT	09/451510	11/30/99
TRANSPARENT CONNECTION TYPE BINDING BY ADDRESS RANGE	09/451699	11/30/99
SYSTEM AND METHOD FOR DISTRIBUTED PROCESSING IN A COMPUTER NETWORK	09/451491	11/30/99
SYSTEM AND METHOD FOR DYNAMIC GENERATION OF REMOTE PROXIES	US99/24510	10/19/99

**Schedule B**

**SCHEDULE C**

**Trademarks**

<b><u>Description</u></b>	<b><u>Registration/ Application Number</u></b>	<b><u>Registration/ Application Number</u></b>
Applied Ingenuity	75/395346	11/24/97
JGL	75/326416	7/14/97
Miscellaneous Design (New Voyager Logo)	75/708450	5/13/99
O & Design	75/497898	3/7/94
Objectcatalog	75/577512	9/23/94
Objectmetrics	75/577510	9/23/94
Objectspace & Design	74/498133	3/7/94
Objectspace & Design (New Logo)	75/324290	7/14/97
Objectspace Fab Solutions	75/555062	9/18/98
Voyager	75/149460	8/12/96

**Schedule C**

**SCHEDULE D**

**Mask Works**

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

**Schedule D**